

Univ. of Ill. Library

51

3168

L C


Connecticut Railway and Lighting Company,

TO

Colonial Trust Company.

FIRST AND REFUNDING MORTGAGE.

JANUARY 15, 1901.



Digitized by the Internet Archive
in 2017 with funding from
University of Illinois Urbana-Champaign Alternates

This Indenture, Made this fifteenth day of January, one thousand nine hundred and one, between Connecticut Railway and Lighting Company, a corporation chartered by the General Assembly of the State of Connecticut, hereinafter called the Connecticut Company, party of the first part, and **Colonial Trust Company**, a corporation organized and existing under the laws of the State of New York, and hereinafter called the Trustee, party of the second part, **Witnesseth** :

Whereas, The Connecticut Company is duly authorized by its charter to manufacture or otherwise obtain gas and electricity, and to distribute and sell the same ; to purchase, hold, and dispose of the whole or any part of the capital stock and bonds issued by any other corporation authorized to manufacture, use, or sell gas, electricity, or water, and to lease or purchase the property of any other such corporation, or to consolidate therewith, and in the event of such lease, purchase, or consolidation, to be invested with all the rights, privileges, and franchises of such other corporation ;

Business Records
And Whereas, The said Connecticut Company, in order to carry out the purposes of its incorporation, has become the owner of certain properties, and has agreed to issue and dispose of its bonds as hereinafter set forth, for the purpose of making payment in part for property acquired by it from corporations authorized to manufacture, use, or sell gas, electricity, or water, and also to provide the means for purchasing other property from corporations authorized to manufacture, use, or sell gas, electricity, or water, and also to provide the means for purchasing, paying for, taking up or replacing or exchanging outstanding bonds of the Connecticut Company, and of companies authorized to manufacture, use, or sell gas, electricity, or water whose property has been or may be hereafter acquired by the Connecticut Company and also to provide within legal limitations an amount for future additions, extensions, or betterments of its property ;

1895

And Whereas, The stockholders and board of directors of the Connecticut Company, for the several purposes aforesaid, have, by resolutions duly adopted, provided for the issue of the bonds of said Connecticut Company, to be known as its First and Refunding Mortgage Four and One-half per cent. Fifty-Year Gold Bonds, for an aggregate principal sum of not exceeding fifteen million dollars (\$15,000,000), interest payable on the first day of July and January of each year, both principal and interest to be payable in gold coin of the United States of America of or equal to the present standard of weight and fineness, and consisting of fifteen thousand (15,000) bonds, of the par value of one thousand dollars (\$1000) each, numbered consecutively from one (1) to fifteen thousand (15,000).

And Whereas, In order to secure the payment of the principal and interest of all the said bonds so to be issued by the Connecticut Company, its directors have duly resolved and determined that it shall execute and deliver a mortgage or deed of trust to the party of the second part as Trustee, upon the terms hereof, of and upon all its property, rights, privileges, and franchises, whether now owned or hereafter to be acquired, and that each of said bonds, the interest coupons thereto annexed, and the certificate of the Trustee, signed by a duly authorized officer, shall be substantially in the following form:—

UNITED STATES OF AMERICA.

No. . *State of Connecticut.* \$1000.

CONNECTICUT RAILWAY AND LIGHTING
COMPANY.

First and Refunding Mortgage Four and One-half Per Cent.
Fifty-Year Gold Bond.

Connecticut Railway and Lighting Company, a corporation of the State of Connecticut, hereinafter called the Connecticut Company, for value received, acknowledges itself

indebted to bearer, or, if this bond be registered, to the registered holder hereof, in the sum of one thousand dollars, which sum it promises to pay in gold coin of the United States of America of or equal to the present standard of weight and fineness, on the first day of January, in the year 1951, at the office of Colonial Trust Company, in the Borough of Manhattan, City of New York, and to pay interest thereon at the rate of four and one-half per centum per annum, in like gold coin, at the office aforesaid, semi-annually, on the first day of July and January in each and every year, on presentation and surrender of the annexed coupons as they severally mature.

In case of default in the payment of this bond, or of the interest accruing thereon, or otherwise, such consequences shall ensue as are provided for in the mortgage securing the payment of the same hereinafter mentioned.

Both the principal and interest of this bond are payable without deduction for any tax or taxes which the said Connecticut Company may be required to pay or to retain therefrom under any present or future law of the United States of America, or of any State, county, or municipality therein.

There shall be no recourse to the stockholders, directors, or officers of said Connecticut Company for the payment of this bond.

This bond is one of a series of bonds of like date, tenor, and effect, aggregating fifteen million dollars, and numbered consecutively from one to fifteen thousand, both inclusive, all of which have been executed and delivered to the Trustee named below by the Connecticut Company.

Said bonds shall only be certified and delivered by said Trustee, from time to time, as and when provided for in the mortgage hereinafter mentioned securing the same.

The payment of each and all of said bonds, with the interest coupons attached thereto, according to their tenor and effect, is equally secured without preference, priority, or distinction, as to the lien or otherwise, of one bond over another, by a Mortgage or Deed of Trust bearing date the fifteenth day of January, 1901, executed and delivered by said Connecticut

Company to the Colonial Trust Company above mentioned as Trustee, conveying to said Trustee all the properties, rights, and franchises of said Connecticut Company, which are more particularly described and set forth in said mortgage, together with all property, rights, and franchises which it may hereafter acquire, as set forth in said mortgage, subject to the terms and conditions of which mortgage this bond is issued and held.

This bond until registered shall pass by delivery. This bond may be registered in books to be kept for that purpose at the office of the Trustee, in the City of New York, and, if so registered, will thereafter be transferable only upon the said books at the office of the said Colonial Trust Company by the owner in person, or by attorney, unless the last preceding transfer shall have been to bearer and the transfer by delivery thereby restored; and it shall continue to be susceptible of successive registrations and transfers to bearer, at the option of the holder, but such registration shall not affect the negotiability of the annexed coupons.

This bond shall not be valid until it shall have been authenticated by a certificate hereon, duly signed by the Trustee under the mortgage aforesaid.

The mortgage securing this bond has been duly stamped according to the United States Internal Revenue Law.

In Witness Whereof, said Connecticut Railway and Lighting Company has caused its corporate seal to be hereunto affixed, and this bond to be signed by its president and treasurer, and has caused the coupons hereto annexed to be authenticated by the engraved *fac simile* of the signature of its treasurer, this first day of January, in the year 1901.

CONNECTICUT RAILWAY AND LIGHTING COMPANY,
By

President.

Attest :

Treasurer.

(Coupon.)

Connecticut Railway and Lighting Company will pay to bearer, on the first day of _____, at the office of the Colonial Trust Company, in the City of New York, twenty-two dollars and fifty cents in gold coin of the United States of America, being six months' interest on its First and Refunding Mortgage four and one-half per cent. fifty-year gold bond No. _____.

\$22.50.

Treasurer.

(Trustee's Certificate.)

Colonial Trust Company hereby certifies that the within bond is one of the bonds described in the Mortgage or Deed of Trust therein referred to.

COLONIAL TRUST COMPANY,

Trustee,

By

Secretary.

Now, therefore, this Indenture Witnesseth, That the Connecticut Company, in consideration of the premises and of the sum of one dollar, lawful money of the United States, to it in hand paid on or before the execution and ensembling of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal and interest of the hereinbefore mentioned bonds of the Connecticut Company as and when the same become payable, and to secure the faithful performance of the covenants herein contained, has granted, bargained, sold, conveyed, and confirmed, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, convey, and confirm, assign, transfer, and set over unto the Trustee, the party hereto of the second part, and to its successors and assigns:—

All the real estate, buildings, plant, machinery, engines, dynamos, and electrical apparatus, poles, lines, wires, and pipes, together with all and singular the privileges, easements, and appurtenances thereto belonging, and all the property, real, personal, and mixed, of whatever description and wheresoever situated, formerly belonging to The Greenwich Gas and Electric Lighting Company, including all the rights, privileges, and franchises of said The Greenwich Gas and Electric Lighting Company, purchased from it by the Connecticut Company under its former name of Connecticut Lighting and Power Company; intending hereby to embrace herein all such estate, rights, privileges, franchises, &c., so purchased, together with all those which may be hereafter acquired by the Connecticut Company, and pertaining to the property and estate of said The Greenwich Gas and Electric Lighting Company.

The real estate included in such purchase is as follows:—

A certain piece or parcel of land, situate in the town of Greenwich, county of Fairfield, State of Connecticut, on the westerly side of the Steamboat Road, so-called, and bounded and described as follows: Northerly by land of Daniel S. Meade, Jr., deceased; easterly by Steamboat Road, so-called; southerly by land of Daniel S. Meade, westerly by Long Island Sound or Rocky Neck Harbor; said premises being one hundred (100) feet front and rear, together with all right and title in and to the highway in front of said premises and the harbor in the rear of said premises; together with all buildings and property of every name and nature situated thereon; reference being had to the deed of The Greenwich Gas and Electric Lighting Company to the Connecticut Lighting and Power Company, dated April 26th, 1899, and recorded in Greenwich Land Records, vol. 82, page 293.

Also the following part of its property, to wit:—

All the real estate, buildings, plant, and machinery, all gas apparatus, pipes, retorts, holders, and gas mains, together with all and singular the privileges, easements, and appurtenances thereto belonging, and all the property, real, personal, and mixed, of whatsoever description and wheresoever situated, formerly belonging to The Norwalk Gas Light Company, in-

cluding all the rights, privileges, and franchises of said The Norwalk Gas Light Company purchased from it by the Connecticut Company under its former name of Connecticut Lighting and Power Company; intending hereby to embrace herein all such estate, rights, privileges, franchises, &c., so purchased, together with all those which may be hereafter acquired by the Connecticut Company, pertaining to the property, plant, and franchises of the said The Norwalk Gas Light Company.

The real estate hereby conveyed is as follows:—

One certain piece or parcel of land situated in the city of Norwalk, Fairfield County, State of Connecticut, on Harbor Avenue, so-called; bounded northerly on land of Thomas Cooney and land owned by the Danbury and Norwalk Railroad Company, easterly on the United States Harbor line of Norwalk Harbor, southerly on lands of William F. and Thomas J. Raymond and the estate of Mary J. Lane, westerly on Harbor Avenue, the Danbury and Norwalk Railroad running through the same; also, an old highway; said conveyance to be subject to whatever easements may exist with reference to said old highway.

Also, one other piece of land situated in the city of South Norwalk, in said county, on the westerly side of Pine Street; bounded northerly by land of George A. Parker, easterly by Pine Street, southerly by land of Ferdinand Hayes, westerly by land of Gould and Amelia Seymour; together with all the buildings and gas holders and machinery of every kind located upon both of said tracts of land; reference being had to the deed of The Norwalk Gas Light Company to the Connecticut Lighting and Power Company, dated April 26th, 1899, and recorded in Norwalk Land Records, vol. 102, page 299.

Also the following part of its property, to wit:—

All the real estate, buildings, plant, machinery, engines, dynamos, and electrical apparatus, poles, lines, and wires, together with all and singular the privileges, easements, and appurtenances thereto belonging, and all the property, real, personal, and mixed, of whatsoever description and wheresoever situated, formerly belonging to The Norwalk and South Nor-

walk Electric Light Company, including all the rights, privileges, and franchises of said The Norwalk and South Norwalk Electric Light Company, purchased from it by the Connecticut Company under its former name of Connecticut Lighting and Power Company; intending hereby to embrace herein all such estate, rights, privileges, franchises, &c., so purchased, together with all those which may be hereafter acquired by the Connecticut Company, pertaining to the property, plant, and franchises of the said The Norwalk and South Norwalk Electric Light Company.

The real estate hereby conveyed is as follows:—

One certain piece or parcel of land situated on the north side of Cross Street, in the city of Norwalk, bounded and described as follows, to wit: North on land of Michael Fitzmaurice and School Street, east on land of Danbury and Norwalk Railroad Company, south on Cross Street, west on Wilton Avenue and land of Michael Fitzmaurice; together with all the buildings, machinery, tools, and fixtures situated thereon; reference being had to the deed of The Norwalk and South Norwalk Electric Light Company to the Connecticut Lighting and Power Company, dated April 25th, 1899, and recorded in Norwalk Land Records, vol. 102, page 296.

Also the following part of its property, to wit:—

All the real estate, buildings, plant, machinery, engines, dynamos, and electrical apparatus, poles, lines, wires, and pipes, lines of railway and cars; together with all and singular the privileges, easements, and appurtenances thereto belonging, and all the property, real, personal, and mixed, of whatsoever description and wheresoever situated, formerly belonging to The Norwalk Street Railway Company, including all the right, privileges, and franchises of said The Norwalk Street Railway Company purchased from it by the Connecticut Company under its former name of Connecticut Lighting and Power Company; intending hereby to embrace herein all such estate, rights, privileges, franchises, &c., so purchased, together with all those which may be hereafter acquired by the Connecticut Company, pertaining to the property purchased from The Norwalk Street Railway Company.

The real estate hereby conveyed is described as follows :—

A certain piece of land situated in said Norwalk, bounded northerly by land of estate of Susan B. Sherry, deceased, easterly by a highway called Knight Street, southerly by a highway called Wall Street, westerly by a highway called High Street; being the same property conveyed by LeGrand Lockwood to The Norwalk Horse Railroad Company by deed dated April 21st, 1864, and recorded in Norwalk Land Records, Book 48, page 93, and also by deed from James W. Hyatt to said The Norwalk Horse Railroad Company by deed dated November 6th, 1888, and recorded in Norwalk Land Records, vol. 79, page 611; the title to said land being vested in The Norwalk Street Railway Company by virtue of an amendment to the charter of The Norwalk Horse Railroad Company, passed by the General Assembly at its January session, A. D. 1895, and approved June 19th, 1895.

Also another tract or parcel of land, situated at Winnipauk, so-called, in the town of Norwalk, containing two (2) acres, more or less; bounded northerly by land now or formerly of the heirs of Charles M. Gregory, deceased; easterly by land of William B. E. Lockwood, known as the Abbott land; southerly by lands of the Norfolk Mills Company; westerly by the highway leading from Norwalk to Wilton; being the same property conveyed to The Norwalk Street Railway Company by John A. Osborne by deed dated September 2d, 1896.

Also one other piece of land, situated at said Winnipauk, containing nine (9) acres, more or less; bounded northerly by land of heirs of the estate of Charles M. Gregory, deceased; easterly by highway known as the Rocks Road; southerly by land of Dennis Callahan; westerly by land of the grantor in part and in part by land of heirs of the estate of Charles M. Gregory, deceased; being the same piece of land conveyed to said The Norwalk Street Railway Company by John A. Osborne by deed dated October 12th, 1896;

Being the same premises conveyed to the Connecticut Lighting and Power Company by The Norwalk Street Railway Company by deed dated June 30th, 1899, and recorded in Norwalk Land Records, vol. 102, page 337.

Also the following part of its property, to wit:—

All the real estate, buildings, plant, machinery, engines, dynamos, and electrical apparatus, poles, lines, and wires, together with all and singular the privileges, easements, and appurtenances thereto belonging, and all the property, real, personal, and mixed, of whatsoever description and wheresoever situated, formerly belonging to the Naugatuck Electric Light Company, including all the rights, privileges, and franchises of said Naugatuck Electric Light Company, purchased from it by the Connecticut Company under its former name of Connecticut Lighting and Power Company; intending hereby to embrace herein all such estate, rights, privileges, franchises, &c., so purchased, together with all those which may be hereafter acquired by the Connecticut Company, pertaining to the property, plant, and franchises of the said Naugatuck Electric Light Company.

The real estate hereby conveyed is described as follows:—

A certain piece or parcel of land situated in Naugatuck, New Haven County, State of Connecticut, on North Water Street, so-called, with one brick station and other buildings standing thereon; bounded northerly by land of Mary Potter, easterly by highway (Water Street), southerly by land of Mrs. Kate Garrick, westerly by raceway or canal of the Goodyear India Rubber Glove Manufacturing Company; being the same premises conveyed to the Connecticut Lighting and Power Company by the Naugatuck Electric Light Company by deed dated June 15th, 1889, and recorded in Naugatuck Land Records, vol. 33, page 192.

Also the following part of its property, to wit:—

All the real estate, buildings, plant, machinery, engines, dynamos, and electrical apparatus, poles, lines, wires, and pipes, lines of railway and cars, together with all and singular the privileges, easements, and appurtenances thereto belonging, and all the property, real, personal, and mixed, of whatsoever description and wheresoever situated, formerly belonging to the Waterbury Traction Company, including all the rights, privileges, and franchises of the said Waterbury Traction Company, purchased from it by the Connecticut Company under its former name of Connecticut Lighting and

Power Company; intending hereby to embrace herein all such estate, rights, privileges, franchises, &c., so purchased, together with all those which may be hereafter acquired by the Connecticut Company, pertaining to the property purchased from the Waterbury Traction Company.

The real estate hereby conveyed is described as follows:—

A certain piece of land situated in said Waterbury, on the southerly side of West Main Street, and bounded north by west Main Street, east by land of The Waterbury Brass Company, south by land of John S. Kingsbury or his assigns, west by Naugatuck River; containing seventeen (17) acres, more or less, with all the barns, car houses, and other buildings standing thereon; being the same premises conveyed by A. M. Blakesley, conservator, to The Waterbury Horse Railroad Company by deed dated August 30th, 1886, and recorded in Waterbury Land Records, vol. 113, page 64, the title to said land being vested in the Waterbury Traction Company by virtue of an amendment to the charter of The Waterbury Horse Railroad Company, passed by the General Assembly at its January Session, A. D. 1893, and approved June 14th, 1893; reference is also had to the deed from the Waterbury Brass Company to the said The Waterbury Horse Railroad Company, dated January 9th, 1888, and recorded in Waterbury Land Records, vol. 117, page 402, and to the deed from The Waterbury Horse Railroad Company to The Waterbury Brass Company, dated February 16th, 1888, and recorded in Waterbury Land Records, vol. 117, page 407, for more particular description thereof.

Also a certain piece of land situated in said Waterbury, on the easterly side of Bank Street; bounded northerly about two hundred and eighty (280) feet by land of Michael J. Daly, easterly one hundred and forty (140) feet by the Naugatuck Railroad, southerly about two hundred and eighty (280) feet by land belonging to the estate of Charles Benedict, westerly one hundred and forty (140) feet by Bank Street; being the same property conveyed to The Connecticut Electric Company by Mary L. Mitchell by two deeds, one dated October 23d, 1888, and recorded in Waterbury Land Records, vol. 120,

page 479, and the other dated September 30th, 1889, and recorded in Waterbury Land Records, vol. 125, page 221, together with all the buildings, machinery, tools, fixtures, and property of every kind located thereon, together with all the poles, wires, fixtures, and appliances of every kind whatsoever; being the same premises conveyed to the Waterbury Traction Company by The Connecticut Electric Company by deed dated December 2d, 1893, and recorded in Waterbury Land Records, vol. 138, pages 211 to 214, inclusive.

Also one certain piece or parcel of land situated in the town of Naugatuck, in said New Haven County, bounded and described as follows: Being a strip twelve and one-half ($12\frac{1}{2}$) feet wide adjoining the highway leading from Platt's Mills, so-called, to the Naugatuck Road, on the southwesterly side thereof, and running from The Platt Mill Company's land on the north to the land of John T. Richards on the south; together with another strip of land adjoining the above on the southwesterly side, about twelve and one-half ($12\frac{1}{2}$) feet wide, and of sufficient length for a suitable turnout for railroad purposes should the same be needed; subject, however, to the right of passway for B. H. Bristol, his heirs and assigns, in four (4) suitable places across the same, and also the right to maintain the sewers as now constructed across the same, and such others as may be necessary to connect the land of said Bristol lying on the opposite side of the highway with the land on the southwesterly side thereof.

Also one other piece or parcel of land situated in said town of Naugatuck, bounded and described as follows: Northerly by land of B. H. Bristol and highway, easterly by highway, southerly by land formerly owned by Aaron Potter, westerly by Naugatuck River; containing an acre, more or less.

Also another piece of land situated in said Naugatuck; bounded northerly by land of August and Louisa Weber, easterly by highway, southerly by land of said August and Louisa Weber, westerly by the Naugatuck Railroad; reserving the right to Emily C. Hopkins, her heirs and assigns, to lay sewer or water pipes across the same to and from the Naugatuck River.

Also another piece of land situated in said Naugatuck, lying between the highway and the Naugatuck River: bounded northerly by land of John T. Richards, easterly by highway, southerly by land of August and Louisa Weber at a point about eight and one-half ($8\frac{1}{2}$) feet north of the present board fence now standing belonging to said Weber, westerly by the Naugatuck River; reserving to said August and Louisa Weber, their heirs and assigns, the right to lay water and sewer pipes across the same, opposite the Hopkins property, so-called.

Said five (5) last above-described pieces of land being the same property conveyed to the Waterbury Traction Company by the Electrical Association, Incorporated, by deed dated December 2d, 1893, and recorded in Naugatuck Land Records, vol. 27, pages 52 to 55, inclusive.

Also a certain piece of land situated in said Waterbury, at Hopeville, so-called, lying westerly of and adjoining the New Haven Turnpike, so-called, being a strip of land thirty (30) feet wide; bounded north by land formerly of E. T. Turner and others, east by said turnpike, south by land of Caroline O. Platt and others, west by land of the Electrical Association, Incorporated; subject, however, to the right of The Smith & Griggs Manufacturing Company to discharge waste water across the same into the Naugatuck River.

Also one other piece of land situated in said Waterbury, on the westerly side of the New Haven Turnpike, so-called; bounded northerly by the last above-described piece, easterly by said turnpike, southerly by the land of John Osborne, westerly by Naugatuck River; said piece of land being for the purpose of constructing and operating a street railway thereon, and is twelve and one-half ($12\frac{1}{2}$) feet wide on the top grade thereof, and of sufficient width on the surface of said land for the natural slope of all cuts and embankments, including turnouts and switches, said turnouts and switches to be twelve and one-half ($12\frac{1}{2}$) feet additional width.

Also another piece of land situated in said Waterbury, on the westerly side of and adjoining the New Haven Turnpike, so-called, and on the northerly side of and adjoining the

Platt's Mill Road, so-called; bounded northerly by land of John Osborne, easterly and southerly by highway, westerly by land of The Platt Brothers & Co. Said land being for the purpose of constructing and operating a street railway thereon, and is a strip twelve and one-half ($12\frac{1}{2}$) feet wide on the top grade of said railway, and of sufficient width on the surface of said land for the natural slope of all cuts and embankments, including turnouts and switches, said turnouts and switches to be twelve and one-half ($12\frac{1}{2}$) feet additional width.

Also another piece of land situated in said Waterbury, on the northerly and westerly side of the Platt's Mill Road, so-called; bounded northerly by land of The Platt Brothers & Co., easterly by the last above-described piece of land, southerly by said highway and land of Caroline O. Platt, westerly by land of The Platt Brothers & Co., with a highway crossing the same; the same to be used for the purpose of constructing and operating a street railway thereon. Said strip of land is twelve and one-half feet ($12\frac{1}{2}$) feet wide on the top grade of said railway, and sufficient width on the surface of the ground for the natural slope of all cuts and embankments, including turnouts and switches, said turnouts and switches to be twelve and one-half ($12\frac{1}{2}$) feet additional width.

Also another piece of land situated in said Waterbury, on the westerly side of the Platt's Mill Road, opposite the dwelling house of Caroline O. Platt; bounded northerly and southerly by land of The Platt Brothers & Co., westerly by land of Caroline O. Platt, easterly by the highway; the same to be used for the purpose of constructing and operating a street railway thereon. Said strip of land is twelve and one-half ($12\frac{1}{2}$) feet wide upon the top grade of said railway, and sufficient width upon the surface of the ground for the natural slope of all cuts and embankments;

Also another piece of land situated in said Waterbury, on the westerly side of the Platt's Mill Road, so-called; bounded northerly by the last above-described tract, easterly by highway, southerly and westerly by land of The Platt Brothers & Co.

Also another tract of land situated in said Waterbury, commencing at a point about one hundred (100) yards from the present mill building of The Platt Brothers & Co., and running on the westerly side of the highway to the land of B. H. Bristol, to be used for the purpose of constructing and operating a street railway thereon; being twelve and one-half ($12\frac{1}{2}$) feet wide on the top grade of said railway, and of sufficient width on the surface of the ground for the natural slope of all cuts and embankments, and running to a point at its northerly extremity.

Also another piece of land situated in said Waterbury, and lying on the westerly side of and adjoining the New Haven Turnpike, being a piece of land twenty-five (25) feet wide; bounded northerly and southerly by land formerly belonging to Caroline O. Platt and others, easterly by said New Haven Turnpike, westerly by land formerly of the Electrical Association, Incorporated.

Said eight (8) last above-described pieces of land being the same property conveyed to the Waterbury Traction Company by the Electrical Association, Incorporated, by deed dated December 2d, 1893, and recorded in Waterbury Land Records, vol. 138, pages 335 to 341, inclusive; subject to all the conditions, easements, and reservations contained in said deed.

Also a certain strip of land situated in said Naugatuck, being seventeen and one-half ($17\frac{1}{2}$) feet wide, on the southwesterly side of the highway leading from Platt's Mills to Naugatuck, and adjoins the lands of the Waterbury Traction Company on the southwest side thereof, and extends from the land of The Platt Mill Company on the north side of land of John T. Richards or his assigns on the south; to be used for railway purposes; being the same premises conveyed to the Waterbury Traction Company by Benjamin H. Bristol by his deed dated November 7th, 1898, and recorded in Naugatuck Land Records, vol. 32, page 195; subject to all the rights, reservations, privileges, and easements contained in said deed.

Also a certain piece of land situated in said Waterbury, at Hopeville, so-called, lying between the Naugatuck River and

the old River Turnpike, and bounded and described as follows: Easterly by the highway, westerly by the Naugatuck River, southerly by an old highway which is about forty (40) feet south of the red barn on said premises, westerly by a point formed by the highway and the river; the same being a portion of the property set to Henry, Catherine, and Elizabeth Nichols (now Rood), and which also includes the piece of land with a dwelling house thereon then set to said Elizabeth Nichols as a dower from the estate of Merritt Nichols, deceased, a more proper and fuller description of which may be found in vol. 124 of Waterbury Land Records, pages 585 and 586; being the same land deeded to A. M. Young, E. T. Turner, and D. S. Plume by Catherine Nichols; also another piece of land situated in said Waterbury, on the easterly side of the above-described highway, a description of which appears in Waterbury Land Records, vol. 124, pages 585 and 586; being the same premises conveyed to the Waterbury Traction Company by two deeds, one from Charles E. Turner and Edith J. Alling, dated May 6th, 1896, and recorded in Waterbury Land Records, vol. 146, page 178, and one from D. S. Plume and Alden M. Young, dated June 3d, 1896, and recorded in Waterbury Land Records, vol. 146, page 252.

Also a certain piece of land shown on the survey of the Waterbury Traction Company, commencing at station 65 + 66.5 and running to station 69 + 78; being a strip of land thirty (30) feet in width, to wit, fifteen (15) feet on each side of said location line. Said land is to be used only for railway purposes; being the same premises conveyed to the Waterbury Traction Company by Charles E. and Catherine Shipley, by deed dated October 28th, 1896, and recorded in Waterbury Land Records, vol. 146, page 533; subject to all the conditions contained in said deed.

Also a certain piece of land situated in said Waterbury, about two (2) miles northerly from Centre Square, bounded and described as follows, to wit: Commencing at station 77, on the centre line of the survey of the Waterbury Traction Company for the extension of its lines to Waterville, which said station is at the dividing line between the land of

Adam Faber and land of Homer H. Welton; thence running north forty-three (43) degrees forty-two (42) minutes east to station $82 + 54.8$; thence turning to the right with a curve of fifteen hundred (1500) feet radius and deflection angle of eighteen (18) degrees fifty (50) minutes to station $87 + 50.7$; thence north sixty-two (62) degrees thirty-two (32) minutes east to station $88 + 30$, which point is in the south line of the highway. The above-described line is the centre line of said survey, and the said lines are twenty (20) feet distant therefrom on either side, measured at right angles with the above-described line and parallel thereto. Said land is bounded northerly by the highway, southerly by land of Homer H. Welton, easterly and westerly by land of Adam Faber; to be used for railway purposes; being the same premises conveyed to the Waterbury Traction Company by Adam Faber, by deed dated January 14th, 1898, and recorded in Waterbury Land Records, vol. 151, page 351; subject to all the conditions, rights, reservations, privileges, and easements contained in said deed.

Also the premises situated a little easterly of the old town highway known as the extension of North Willow Street, in said Waterbury, bounded and described as follows, to wit: A certain piece of land shown on the survey of the Waterbury Traction Company, commencing at station $35 + 30$ and running to station $61 + 86$; being a strip of land thirty (30) feet wide, and fifteen (15) feet on either side of said location line; said land to be used only for railway purposes; being the same premises conveyed to the Waterbury Traction Company by Thomas Fitzsimons, by his deed dated June 13th, 1899, and recorded in Waterbury Land Records, vol. 160, page 17; subject to the conditions contained in said deed.

Also that certain piece of land situated in said Waterbury, bounded and described as follows: That piece shown on the survey of the said company, commencing at station $69 + 78$ and running to station 77; being a strip of land thirty (30) feet wide, and fifteen (15) feet on either side of said location line; to be used only for railway purposes; being the same premises conveyed to the Waterbury Traction Company by

Homer H. Welton *et al.*, by deed dated June 14th, 1899, and recorded in Waterbury Land Records, vol. 158, page 338; subject to all the conditions, rights, reservations, and privileges contained in said deed.

Also that certain tract of land situated in said Waterbury, shown on survey of the Waterbury Traction Company; commencing at station 35 + 11; thence running easterly to station 39 + 89.5; being a strip of land twenty (20) feet wide and ten (10) feet on either side of said location line; to be used only for railway purposes; being the same premises conveyed to the Waterbury Traction Company by Marcia S. Scovill *et al.*, by deed dated June 17th, 1899, and recorded in Waterbury Land Records, vol. 158, page 337; subject to the conditions contained in said deed.

Also those certain pieces of land situated in said Waterbury, described as follows:—

First Piece: Being shown on the survey of the Waterbury Traction Company, commencing at station 32 + 50 and running to station 35 + 11; being a strip of land twenty (20) feet wide, and ten (10) feet on either side of location line.

Second Piece: Shown on said survey, commencing at station 39 + 89.5 and running to station 46 + 91; being a strip of land thirty (30) feet wide, and fifteen (15) feet on either side of said location line; excepting so much thereof as may belong to heirs of S. A. Chapman; said land to be used only for railway purposes; being the same premises conveyed to the Waterbury Traction Company by F. J. Kingsbury *et al.*, by deed dated June 14th, 1899, and recorded in Waterbury Land Records, vol. 158, page 336; subject to the conditions contained in said deed.

Also that certain piece of land situated in said Waterbury, shown on the survey of the Waterbury Traction Company; commencing at station 46 + 91, thence running northerly to station 55 + 30; being a strip of land thirty (30) feet wide, and fifteen (15) feet on either side of said location line; to be used only for railway purposes; being the same premises conveyed to the Waterbury Traction Company by Charles L. and Walter W. Holmes, executors and trustees, by deed dated

June 14th, 1899, and recorded in Waterbury Land Records, vol. 160, page 16; subject to all the conditions, rights, privileges, and easements contained in said deed.

Also the right of way over a certain piece of land situated in said Waterbury, described as follows, to wit: Commencing at station 61 + 86, thence running to station 65 + 66.5, as the same appears on map of North Willow Street Line of the Waterbury Traction Company, prepared by W. G. Smith, Engineer; said strip of land being thirty (30) feet wide, lying fifteen (15) feet on either side of the location line of said track; being the same right of way conveyed to the Waterbury Traction Company by Cornelius H. Cables, by deed dated June 15th, 1899, and recorded in Waterbury Land Records, vol. 158, page 339.

Also the easement and right to construct and maintain a railway along a certain strip of land situated in said Waterbury, a little easterly of the old town road known as the extension of North Willow Street; commencing at the northwesterly corner, adjoining land of Frederick J. Kingsbury, thence running in a southerly direction in land intended for a highway, to be known as Farmington Avenue, to another intended highway to be known as Roseland Avenue, which said strip of land is twenty (20) feet wide; being the same right and easement conveyed to the Waterbury Traction Company by Mary E. Chapman and Florence M. Chapman, by deed dated June 14th, 1899, and recorded in Waterbury Land Records, vol. 160, page 18.

Also the right to lay tracks upon a strip of land situated in said Waterbury, easterly of the highway known as the extension of North Willow Street, described as follows: Commencing at station 25 + 88.5, being the intersection of Roseland Avenue, so-called, and said North Willow Street, thence running easterly in said Roseland Avenue to its intersection with Crescent Street, so-called (station 32 + 50), as shown on the survey of the Waterbury Traction Company of its Waterville extension; and the right to maintain said tracks for the operation of its railway in all respects according to law; being the same right conveyed to the Waterbury Traction Company

by C. H. Cables and Joseph T. Whittlesey, by deed dated February 11th, 1896, and recorded in Waterbury Land Records, subject to all the conditions, rights, privileges, and easements contained in said deed.

Also a certain lot of land known as Number Sixteen (16) on the survey of Byron and Harriet L. Welton's land at Waterville, in said Waterbury, bounded and described as follows: Commencing at the northeast corner of Faber Avenue and a proposed street, running thence easterly in the north line of Faber Avenue sixty-five (65) feet, thence northerly at right angles with Faber Avenue one hundred and twenty (120) feet, thence westerly at right angles with the last-described line to said proposed street; thence southerly in line of said proposed street to the point of starting; being the same premises conveyed to the Waterbury Traction Company by Mary E. Wheeler, by deed dated September 28th, 1896, and recorded in Waterbury Land Records, vol. 153, page 227.

Also a certain piece of land situated in said Waterbury, at Waterville, so-called, said strip of land being twenty-two (22) feet wide and sixty (60) feet long; bounded north by land of Joseph McConnell, east by Williams Street, south by land of Mrs. Frank McNay, west by land of Charles H. Edwards; being the same premises conveyed to the Waterbury Traction Company by Joseph McConnell, by deed dated December 26th, 1896, and recorded in Waterbury Land Records, vol. 147, page 197.

Also that certain piece of land situated in said Waterbury, at Waterville, so-called, fronting on the Buck's Hill Road, so-called; being thirty (30) feet wide front and rear, measured at right angles from the south line, and the south line thereof being one hundred and fifty-nine and fifteen one-hundredths (159.15) feet long; bounded north by land of Charles H. Edwards, east by land of Joseph McConnell, south by lands of Mrs. Frank McNay and James P. Leach, west by the Buck's Hill Road; being the same premises conveyed to the Waterbury Traction Company by Charles H. Edwards, by deed dated December 26th, 1896, and recorded in Waterbury Land Records, vol. 147, page 198; subject to the rights, privileges, and easements contained in said deed.

Also that certain piece of land situated in said Waterbury, at Columbian Heights, so-called, easterly of North Willow Street, and being lots Nos. Twenty (20), Nineteen (19), Eighteen (18), Seventeen (17), Sixteen (16), and a part of lot No. Fifteen (15), as shown on map of section 7 of Columbian Heights, as the same appears of record in Waterbury Land Records, vol. 148, page 147; that portion of lot No. Fifteen (15) which is hereby conveyed being the northerly part thereof, that is, lying contiguous to lot No. Sixteen (16), and being forty-two and one-half ($42\frac{1}{2}$) feet front and rear and the full depth of the lot; making thus a piece of land as conveyed by this deed three hundred and twelve and five-tenths (312.5) feet front and rear and one hundred and twenty (120) feet deep; being bounded westerly by Crescent Street; northerly by Roseland Avenue; easterly and southerly by land of Cornelius H. Cables; being the same premises conveyed to the Waterbury Traction Company by Cornelius H. Cables, by deed dated April 19th, 1897, and recorded in Waterbury Land Records, vol. 147, page 321.

Also a certain piece of land situated in said Waterbury, northerly of the highway which passes the residence of Adam Faber, commencing in the northerly line of said highway, thence running north sixty-two (62) degrees thirty-two (32) minutes east four hundred and eighty-seven (487) feet to Cooke Street; said line being the centre line of the railway track as now laid, and the side lines being ten (10) feet on either side thereof, measured at right angles with said line; also, the right to use and maintain the line of railway tracks now constructed and used by the Waterbury Traction Company over and across land reserved for a street or highway and running westerly from said Cooke Street, the same to be used in such manner by said company that the public may travel over said street or highway in common with said company, said premises to be used only for railway purposes; being the same premises conveyed to the Waterbury Traction Company by Harriet L. Welton, by deed dated February 18th, 1898, and recorded in Waterbury Land Records, vol. 153, page 151.

Being the same premises conveyed to the Connecticut Lighting and Power Company by the Waterbury Traction Company, by deed dated June 16th, 1899, and recorded in Waterbury Land Records, vol. 159, page 377, and also recorded in Naugatuck Land Records, vol. 33, page 197.

Also a certain piece of land situated in the northerly part of the town of Waterbury, bounded and described as follows: Commencing at station 46 + 91 on centre line of the survey of the Waterbury Traction Company for the extension of its lines to Waterville and in the northerly line of land belonging to F. J. Kingsbury; thence north three (3) degrees fifty-four (54) minutes east, to station 49 + 9.4; thence turning to the left with curve of one thousand (1000) feet radius to station 51 + 64.6; thence north eleven (11) degrees forty-four (44) minutes west to station 55 + 30, and southerly line of property belonging to Thomas Fitzsimons. The above-described line being the centre line; the side lines being fifteen (15) feet from said line, measured at right angles and parallel with it. Bounded southerly by land of F. J. Kingsbury, northerly by land of Thomas Fitzsimons, easterly and westerly by land of the estate of Israel Holmes, deceased; containing fifty-eight one-hundredths (0.58) of an acre.

Also a certain strip of land situated in Naugatuck, in said county and State, being seventeen and one-half ($17\frac{1}{2}$) feet wide, on the southwesterly side of the highway leading from Platt's Mills to Naugatuck, and adjoins the land of the railway company on the southwesterly side thereof, and extends from land of The Platt Mill Company on the north to the land of John T. Richards or his assigns on the south, to be used for railway purposes; reserving, however, the right of passway across the same to Benjamin H. Bristol, in four suitable places, at such points as to connect with the rights of way reserved by the said Bristol in his deed to A. M. Young, dated April 18th, 1893, and recorded in Naugatuck Land Records, vol. 26, page 101; the grantee to construct and maintain at his own expense said crossings; also reserving to said Bristol, his heirs and assigns, the right to maintain sewers now constructed across the same, and such others as may be

necessary to connect the land of said Bristol lying on the opposite side of the highway with his land which lies on the southwesterly side of the above-described tract.

Also the right to lay tracks upon a strip of land situated in said town of Waterbury, easterly of the highway known as the extension of North Willow Street, described as follows: Commencing at station 25 + 88.5, being the intersection of Roseland Avenue, so-called, and said North Willow Street; thence running easterly, in said Roseland Avenue to its intersection with Crescent Street, so-called, as shown on the survey of the grantor of its Waterville extension, said Roseland Avenue and Crescent Street being proposed highways located upon land of C. H. Cables and Joseph T. Whittelsey, as designated upon a certain map of said land, entitled "Map of Section 7 of Columbian Heights, Waterbury, Conn., 1895;" and the right to maintain said tracks for the operation of the grantee's railway in all respects according to law, and subject to the rights of the public to use said Roseland Avenue as a highway after the same shall be laid out as such, and to the rights of said Cables and Whittelsey and their heirs and assigns in the same as owners of land adjoining such highway, being the same premises conveyed to the Connecticut Lighting and Power Company by the Waterbury Traction Company, by deed dated December 22d, 1900, and recorded in Waterbury Land Records, vol. , page , and also recorded in Naugatuck Land Records, vol. , page .

Also a certain piece of land situated in said Waterbury, at Hopeville, so called, lying between the Naugatuck River and the land of the Connecticut Lighting and Power Company, bounded northerly, easterly and southerly by land of Connecticut Lighting and Power Company, westerly by the Naugatuck River; subject to the right of The Smith & Griggs Manufacturing Company to discharge water across the same into the Naugatuck River; being the same tract of land conveyed to said Connecticut Lighting and Power Company by the Electrical Association, Incorporated, by deed dated December 1st, 1899, and recorded in Waterbury Land Records, vol. , page .

Also a certain piece of land situated in Oakville, so-called, in said town of Waterbury, bounded and described as follows : Commencing at a point in the northerly line of the land of Timothy Kelly and southerly line of the Oakville Company's land, where the centre line of the Connecticut Lighting and Power Company's track passes said Kelly's line ; thence running south fifty (50) degrees forty-five (45) minutes east on centre line of Connecticut Lighting and Power Company's track two hundred and twelve and two-tenths (212.2) feet, said tract of land to be twenty-five (25) feet each side of the centre line of said track at northerly end and twenty (20) feet wide each side at the southerly end ; thence southerly and turning to the right with an eight (8) degree curve for two hundred and twelve and five-tenths (212.5) feet, more or less, to the southerly line of said Kelly's land and northerly line of land belonging to F. C. Slade ; for the last-mentioned distance said tract of land is twenty (20) feet in width each side of the centre line of said railway tracks ; bounded northerly by land of the Oakville Company, easterly and westerly by the land of Timothy Kelly, southerly by land of F. C. Slade ; being the same property conveyed to the Connecticut Lighting and Power Company by Timothy Kelly, by deed dated July 18th, 1900, and recorded in Waterbury Land Records, vol. 166, page 434.

Also, a certain piece of land situated in said Oakville bounded and described as follows :—

Commencing at a point in the northerly line of Frederick C. Slade's land and southerly line of the land of Timothy Kelly ; thence running south thirty-three (33) degrees forty-five (45) minutes east five hundred and seventy-two (572) feet, more or less, to Watertown road, said land being twenty (20) feet in width each side of the centre line of the railway, tracks of the Connecticut Lighting and Power Company ; bounded northerly by land of Timothy Kelly, easterly and westerly by land of Frederick C. Slade, southerly by Watertown road ; being the same property conveyed to the Connecticut Lighting and Power Company by Frederick C. Slade, by deed dated July 18th, 1900, and recorded in Waterbury Land Records, vol. 166, page 433.

Also a certain strip of land situated on the northerly side of the highway known as the Watertown road, in said Waterbury, being a part of the Town Farm, bounded and described as follows : Commencing at a point in the northerly line of the Watertown road, as shown by the layout of said road, said point being opposite to the switch point in the railway track of the Connecticut Lighting and Power Company and seven and seventy-five one-hundredths (7.75) feet from the centre of the main track ; thence northerly forty-eight (48) feet to a point opposite the easterly frog in the track of the Connecticut Lighting and Power Company and eleven (11) feet northerly from said highway line ; thence northerly and parallel to the northerly line of the said Watertown road six hundred and seventy-one and seventy-five one-hundredths (671.75) feet to a point opposite the westerly frog in the railway track of the Connecticut Lighting and Power Company ; thence westerly forty-eight (48) feet to a point in said north line of said Watertown road, opposite the point of the westerly switch in said railway track, said point being seven and seventy-five one-hundredths (7.75) feet from the centre of the main track of the said Connecticut Lighting and Power Company, thence southeasterly in said northerly line of said Watertown road to place of beginning ; bounded northerly, easterly ; and westerly by the land of the town of Waterbury ; southerly by said Watertown Road ; being the same piece of land conveyed to the Connecticut Lighting and Power Company by the Selectmen of the town of Waterbury, by deed dated July 28th, 1890, and recorded in Waterbury Land Records, vol. 166, page 454.

Also the following part of its property, to wit : All the real estate, buildings, plant, and machinery, engines, dynamos, and electrical apparatus, poles, lines, wires, and pipes, line of railway and cars, together with all and singular the privileges, easements, and appurtenances thereto belonging, and all the property, real, personal, and mixed, of whatsoever description and wheresoever situated, formerly belonging to the Bridgeport Traction Company, including all the rights, privileges, and franchises of said Bridgeport Traction Company purchased

from it by the Connecticut Company under its former name of Connecticut Lighting and Power Company, intending hereby to embrace herein all such estate, rights, privileges, and franchises, &c., so purchased, together with all those which may be hereafter acquired by the Connecticut Company, pertaining to the property purchased from the Bridgeport Traction Company.

The real estate hereby conveyed is described as follows:—

First Piece: A certain piece of land situated in the city of Bridgeport on the southerly side of Stratford Avenue, bounded northerly on Stratford Avenue, easterly and southerly on Bruce's Brook, westerly on Radel street, together with all the buildings situated thereon, being the same piece of property conveyed by D. F. Hollister by two deeds, one to the Bridgeport and West Stratford Horse Railroad Company, dated May 8th, 1888, and recorded in Stratford Land Records, vol. 56, pages 42, 43, and 44, the other to the East End Railway Company, dated April 1st, 1891, and recorded in Bridgeport Land Records, vol. 97, page 191.

Second Piece: A certain piece of land situated on the southerly side of Stratford Avenue in the town of Stratford, in said Fairfield County, bounded northerly on Stratford Avenue and South Avenue, easterly on said South Avenue and the Swamp Road, so-called, southerly on lands of John McDonald, F. J. Beardsley, and L. H. Wells, or their assigns respectively, westerly on Shanley's Lane; together with all the buildings thereon standing; being the same property in part conveyed by James Meachem to the East End Railway Company, by deed dated December 31st, 1891, and recorded in Stratford Land Records, vol. 55, page 545; in part by a deed from Andrew Radel to the Bridgeport Traction Company, dated March 31st, 1900, and recorded in Stratford Land Records, vol. 62, page 378, and in part by another deed from Andrew Radel to the Bridgeport Traction Company, dated March 31st, 1900, and recorded in Stratford Land Records, vol. 62, page 377. * * *

Third Piece: A certain piece of land situated in said city of Bridgeport, bounded northerly on Barnum Avenue, easterly on Pauline Street, southerly on east Washington Avenue,

westerly on Helen street; with all the buildings thereon standing; being the same property conveyed to the Bridgeport Horse Railroad Company in part by Nathaniel Wheeler and W. H. Perry, by deed dated October 16th, 1865, and recorded in Bridgeport Land Records, vol. 33, page 4, and in part by another deed of Nathaniel Wheeler and W. H. Perry, dated December 22d, 1884, and recorded in Bridgeport Land Records, vol. 67, page 406. * * *

Fourth Piece: A certain piece of land situated in said city of Bridgeport, on the southerly side of Walker Street, bounded northerly on Walker Street and land of Samuel Clune; easterly on Seaview Avenue, the centre line of Old Salt Creek, and land of Samuel Clune; southerly on the centre line of Old Salt Creek, land of Samuel Danks, the centre line of slip or channel to Bridgeport Harbor, and the centre line of the channel of Bridgeport Harbor; westerly on said centre line of the channel of Bridgeport Harbor and land of Henry Drew, together with all the buildings standing thereon; being the same property conveyed by Nathan H. Heft to the Bridgeport Traction Company, by deed dated October 22d, 1895, and recorded in Bridgeport Land Records, vol. 126, pages 305 and 306. * * *

Fifth Piece: A certain piece of land situated in said city of Bridgeport, on the easterly side of Sixth Street, known as lots Nos. sixty-one (61) and sixty-two (62) on map B of building lots formerly owned by Elmore D. Alvord and others, which map and survey is now on file in the office of the town clerk of said town of Bridgeport; being the same premises conveyed to the East End Railway Company by E. H. Hurd, by deed dated April 14th, 1890, and recorded in Bridgeport Land Records, vol. 92, page 46. * * *

All of said pieces of land deeded to the Bridgeport and West Stratford Horse Railroad Company, East End Railway Company, and Bridgeport Horse Railroad Company have been acquired by the said Bridgeport Traction Company under and by virtue of an Act of consolidation passed by the General Assembly at its January Session, A. D. 1893. * * *

Also four other pieces or parcels of land situated in the town of Westport, in said Fairfield County, to wit:—

First Piece: A certain strip or parcel of land fifteen (15) feet in width, situated on the southerly side of the Connecticut Turnpike, containing eighteen one-hundredths ($\frac{18}{100}$) of an acre, bounded and described as follows:—

The northerly line is the southerly line of the Connecticut Turnpike, and the southerly line is parallel with and fifteen (15) feet from the northerly line, and extends from the highway crossing the Connecticut Turnpike, at the blacksmith shop easterly to the lands now or formerly of one Lyon, a distance of about five hundred and thirty-four (534) feet; being the same premises conveyed to the Bridgeport Traction Company by George Fairchild, Jr., by deed dated August 17th, 1898, and recorded in Westport Land Records, vol. 18, page 669. * * *

Second Piece: A strip of land fifteen (15) feet in width, situated on the southerly side of the Connecticut Turnpike, containing about one-fifth ($\frac{1}{5}$) of an acre, bounded and described as follows;—

The northerly line is the southerly line of the Connecticut Turnpike, and the southerly line is parallel with and fifteen (15) feet distant from the northerly line, the said northerly and southerly lines extending westerly from the highway sometimes called Avenue, to the highway sometimes called Church Street, being the road leading to the Greens Farms Church; subject, however, to the right of Charles G. Sherwood, his heirs and assigns forever, to pass and repass over and upon said piece of land unrestrictedly, to and from his land and premises adjoining and abutting on the land hereby conveyed and to and from said three (3) highways; being the same property conveyed to the Bridgeport Traction Company by Charles G. Sherwood, by deed dated August 30th, 1898, and recorded in Westport Land Records, vol. 18, page 671. * * *

Third Piece: A strip of land, about five hundred and fifty-three (553) feet in length, lying on the southerly side of the Connecticut Turnpike, the northerly line of said strip being the southerly line of said turnpike, and the southerly line being parallel therewith and fifteen (15) feet distant therefrom,

and extending westerly from the lands now or formerly of John Kerersky to the highway sometimes called Burrs' Road. * * *

Fourth Piece : A strip of land about six hundred and thirty-five (635) feet in length, lying on the southerly side of the Connecticut Turnpike, the northerly line being the southerly line of said turnpike, and the southerly line parallel thereto and fifteen (15) feet distant therefrom, extending westerly from the highway sometimes called Burrs' Road to the lands now or formerly owned by one Lyon ; reserving the right to Edward Burr to cross and recross said two last above-described strips of land to and from the highway. * * *

Said third and fourth pieces above described being the same premises conveyed to the Bridgeport Traction Company by Edward Burr, by deed dated August 22d, 1898, and recorded in Westport Land Records, vol. 18, page 670. * * *

Also, all the rights acquired by the Bridgeport Traction Company under a certain lease between Alexander Hawley individually and as executor of the will of Susan H. Hawley, deceased, and Andrew Radel, dated March 31st, 1900, and recorded in Bridgeport Land Records, vol. 162, pages 150, 151, and 152, and assigned by the said Radel to the Bridgeport Traction Company on November 1st, 1900, which said assignment was recorded in Bridgeport Land Records, vol. 167, page 566, and to which said assignment consent was given by the said Alexander Hawley individually and as executor of the will of Susan H. Hawley, deceased, by an agreement between him and the Bridgeport Traction Company, dated the second day of November, 1900, * * * being the same premises conveyed to the Connecticut Lighting and Power Company by the Bridgeport Traction Company, by deed dated December 31st, 1900, and recorded in Bridgeport Land Records, vol. , page , in Westport Land Records, vol. , page , and in Stratford Land Records, vol. page .

Also the following part of its property, to wit :—

All the real estate, buildings, plant, machinery, engines, dynamos, and electrical apparatus, poles, lines, wires, and

pipes, lines of railway and cars, together with all and singular the privileges, easements, and appurtenances thereto belonging, and all the property, real, personal and mixed, of whatsoever description and wheresoever situated, formerly belonging to the Central Railway and Electric Company, including all the rights, privileges, and franchises of said Central Railway and Electric Company, purchased from it by the Connecticut Company under its former name of Connecticut Lighting and Power Company; intending hereby to embrace herein all such estate, rights, privileges, franchises, &c., so purchased, together with all those which may be hereafter acquired by the Connecticut Company, pertaining to the property purchased from the Central Railway and Electric Company.

The real estate hereby conveyed is described as follows, to wit:—

That certain piece of land situated in New Britain, Hartford County, State of Connecticut, bounded and described as follows: Beginning at the southeast corner of land of H. H. Corbin, and running thence southerly on the passway one hundred and sixty-two and nine-tenths (162.9) feet to Chestnut Street, thence westerly on the northerly line of said street ninety-six and nine-tenths (96.9) feet to land of Mary Casaza, thence northerly on land of Mary Casaza one hundred and twenty-one and one-tenth (121.1) feet, thence westerly on land of said Mary Casaza and Samuel A. Moore, partly on each, two hundred and thirty-three and eight-tenths (233.8) feet to an iron pin; thence northerly forty-four and sixty-five one-hundredths (44.65) feet to land of C. C. and W. B. Rossberg; thence easterly on land of said Rossbergs five and four-tenths (5.4) feet; thence northerly on land of said Rossbergs sixteen and forty-seven one-hundredths (16.47) feet; thence easterly in a line parallel with the north line of S. A. Moore about one hundred (100) feet to west line of land formerly owned by the New Britain Electric Light Company; thence northerly forty-three and fifty-three one hundredths (43.53) feet to land of James Carroll; thence easterly on land of said Carroll and Charles Dickinson, partly on each, one hundred and eighteen and five-tenths (118.5) feet, and land of said Corbin ninety-one and three-

tenths (91.3), to place of beginning, with all buildings thereon. For further description of said land reference is hereby made to the deed of Michael H. Donnelly to the Tramway Company, dated November 2d, 1892, and recorded in New Britain Land Records, vol. 31, page 489; to deed of Patrick H. Dolan and Peter C. Dolan to said company, dated October 22d, 1892, and recorded in vol. 31, page 367, of said records; and to the deed of the New Britain Electric Light Company to the Tramway Company, dated March 31st, 1893, and recorded in vol. 11, page 62 of said records.

Also, twenty-one pieces of land bounded and described as follows:—

First Piece: A certain piece of land situated in said town of New Britain and described as follows, to wit: Commencing at a point in the westerly line of highway and thirty (30) feet at right angles to centre line of survey; thence south sixty-seven (67) degrees forty-seven (47) minutes west and parallel with said centre line of survey to a point at right angles to station 3 + 93; thence thirty (30) feet to station 3 + 93; thence north sixty-seven (67) degrees forty-seven (47) minutes east in line of fence between Arthur W. Williams and Caroline S. Williams and land of John Selander to highway; thence northerly ten (10) feet to point of beginning; being a strip of land ten (10) feet in width.

Second Piece: A certain piece of land situated in said town of New Britain, and described as follows, to wit: Commencing at station 3 + 93 on said centre line of survey and turning to the right with curve of two hundred and ninety-seven and forty-seven one-hundredths (297.47) feet radius to station 6 + 57; thence north forty and one-half ($40\frac{1}{2}$) degrees west to station 9 + 28; the land to be thirty (30) feet in width each side of above-described centre line.

Third Piece: A certain piece of land situated in said town of New Britain, and described as follows, to wit: Commencing at station 9 + 28 and running north forty and one-half ($40\frac{1}{2}$) degrees west to station 16 + 43.1; thence turning to the left on a curve with a radius of thirteen hundred and twenty-six and thirty-five one-hundredths (1326.35) feet to station

16 + 59; the land to be thirty (30) feet in width on the left of the above-described line ;

Said first, second, and third pieces being the same premises conveyed to Peter C. and Patrick H. Dolan by Arthur W. Williams and Caroline S. Williams, by deed dated August 11th, 1892 ;

Fourth Piece : A certain piece of land situated in said town of New Britain, and described as follows, to wit : Commencing at station 9 + 28 on centre line of survey, thence running north forty and one-half ($40\frac{1}{2}$) degrees west to station 16 + 43.1, thence running to the left on a curve with radius of thirteen hundred and twenty-six and thirty-five one-hundredths (1326.35) feet to station 16 + 59; the land to be thirty (30) feet in width on the right of the above-described centre line of survey; being the same premises conveyed to Peter C. and Patrick H. Dolan by Lyman S. Williams and Caroline S. Williams, by deed dated August 12th, 1892 ;

Fifth Piece : A certain piece of land situated in said town of New Britain, and described as follows, to wit : Commencing at station 16 + 59 on centre line of survey, thence running to the left on a curve of thirteen hundred and twenty-six and thirty-five one-hundredths (1326.35) feet radius and running westerly to station 20 + 38.6, thence north fifty-seven (57) degrees thirty-nine (39) minutes west to station 24 + 27 ; being the same premises conveyed to Peter C. and Patrick H. Dolan by Erastus S. Hart, Jr., by deed dated August 12th, 1892 ;

Sixth Piece : A certain piece of land situated in said town of New Britain, and described as follows, to wit : Commencing at station 24 + 27, on centre line of survey, and running north fifty-seven (57) degrees thirty-nine (39) minutes west to station 29 + 94; the land to be thirty (30) feet in width each side of the above-described centre line; being the same premises conveyed to Peter C. and Patrick H. Dolan by Elisha H. Williams, by deed dated September 10th, 1892 ;

Seventh Piece : A certain piece of land situated in said town of New Britain, and described as follows, to wit : Commencing at station 29 + 94, on centre line of survey, and running north fifty-seven (57) degrees thirty-nine (39) minutes west to station

37 + 80 and east side of highway; the land to be thirty (30) feet in width on each side of above-described centre line; being the same premises conveyed to Peter C. and Patrick H. Dolan by Francis Wright, by deed dated August 12th, 1892;

Eighth Piece: A certain piece of land situated in said town of New Britain, and described as follows, to wit: Commencing at station 38 + 41 on centre line of survey and in west side of highway, thence north fifty-seven (57) degrees thirty-nine (39) minutes west to station 45 + 24½, thence turning to the left with a curve of nineteen hundred and ten (1910) feet radius to station 48 + 63 and land of W. L. Cooke; the land to be sixty (60) feet in width, thirty (30) feet each side of the above-described line;

Ninth Piece: A certain piece of land situated on the left of centre line of survey opposite station 59 to 62, the outside line to be thirty (30) feet from centre line of survey.

Said eighth and ninth pieces being the same premises conveyed to Peter C. and Patrick H. Dolan by Cornelius Andrews, by deed dated August 11th, 1892;

Tenth Piece: A certain piece of land situated partly in the town of Plainville, in said Hartford County, and partly in said town of New Britain, and described as follows, to wit: Commencing at station 48 + 63 on centre line of survey, thence westerly and turning to the left by curve of nineteen hundred and ten (1910) feet radius to station 58 + 90; thence turning to the right by curve of eight hundred and eighty-six and sixty-one one-hundredths (886.61) feet radius to station 62 + 82; thence north seventy-three (73) degrees sixteen (16) minutes west to station 73 + 70 and land of J. W. Cooke, the land to be thirty (30) feet in width, fifteen (15) feet each side of the centre line of survey; being the same premises conveyed to Peter C. and Patrick H. Dolan by William L. Cooke, by deed dated August 12th, 1892;

Eleventh Piece: A certain piece of land situated in said town of Plainville, and described as follows, to wit: Commencing at station 73 + 70, on centre line of survey and land of W. L. Cooke; thence north seventy-three (73) degrees sixteen (16) minutes west to station 76 + 19.8; thence turning to the right

with curve of four hundred and ten and twenty-eight one-hundredths (410.28) feet radius to station $79 + 18.4$; thence turning to the left with curve of five hundred and twenty-six and ninety-five one-hundredths (526.95) feet radius to station $79 + 50$ and land of H. M. Tyler, the land to be thirty (30) feet in width, fifteen (15) feet each side of centre line of survey; being the same premises conveyed to Peter C. and Patrick H. Dolan by John W. Cooke, by deed dated August 12th, 1892;

Twelfth Piece: A certain piece of land situated in said town of Plainville, and described as follows, to wit: Commencing at a point in a line of Henry M. and Laura A. Tyler and J. W. Cooke, and thirty (30) feet southerly from and at right angles to centre line of survey; thence westerly and parallel with said centre line to land of Hezekiah W. Hamlin; thence north six (6) degrees, east on said line sixty (60) feet to land of said Henry M. and Laura A. Tyler; thence easterly on land of said Henry M. and Laura A. and land of J. W. Cooke to a point thirty (30) feet from and at right angles to station $82 + 82$ on centre line of survey; thence easterly and parallel to said centre line of J. W. Cooke's land; thence southerly to point of beginning, bounded north by land of W. L. Cooke and of Henry M. and Laura A. Tyler, and west by land of H. W. Hamlin; being the same premises conveyed to Peter C. and Patrick H. Dolan by Henry M. Tyler and Laura A. Tyler, by deed dated September 8th, 1892;

Thirteenth Piece: A certain piece of land situated in said town of Plainville, and described as follows, to wit: Commencing at station $90 + 40$ on centre line of survey and land of H. M. Tyler, thence north eighty-four (84) degrees sixteen (16) minutes west to station $112 + 86$ and east side of highway; the land to be sixty (60) feet in width, thirty (30) feet each side of centre line of survey; being the same premises conveyed to Peter C. and Patrick H. Dolan by Hezekiah Hamlin, by deed dated August 12th, 1892.

Fourteenth Piece: A certain piece of land situated in said town of Plainville, and described as follows, to wit: Commencing at station $113 + 52.5$ on centre line of survey and in

west side of highway, thence north eighty-four (84) degrees sixteen (16) minutes west to station 118+45; the land to be sixty (60) feet in width, thirty (30) feet each side of centre line of survey; being the same premises conveyed to Peter C. and Patrick H. Dolan by Henry A. White and Sarah J. White, by deed dated August 13th, 1892.

Fifteenth Piece: A certain piece of land situated in said town of Plainville, and described as follows, to wit: Commencing at station 118+45 and land of H. A. White, thence north eighty-four (84) degrees sixteen (16) minutes west to station 118+82.4, thence turning to the right with curve of nine hundred and fifty-five and thirty-seven one-hundredths (955.37) feet radius to station 123+28.5, thence north fifty-seven (57) degrees thirty (30) minutes west to station 136+42 and land of Bunnell heirs; the land to be sixty (60) feet in width, thirty (30) feet each side of centre line of survey; being the same premises conveyed to Peter C. and Patrick H. Dolan by Hezekiah Hamlin, by deed dated August 12th, 1892.

Sixteenth Piece: A certain piece of land situated in said town of Plainville, and described as follows, to wit: Commencing at station 136+42 in centre line of survey and land of Hezekiah Hamlin, running thence north fifty-seven (57) degrees thirty (30) minutes west to station 139+97, and land of H. M. Tyler; the land to be sixty (60) feet in width, thirty (30) feet on each side of centre line of survey; being the same premises conveyed to Peter C. and Patrick H. Dolan by Sirena A. Bunnell, Fannie E. Jenkins, and Fannie E. Jenkins, guardian, by deed dated August 19th, 1892.

Seventeenth Piece: A certain piece of land situated in said town of Plainville, and described as follows, to wit: Commencing at station 141+29 in centre line of survey, running thence north fifty-seven (57) degrees thirty (30) minutes west to station 157+83.3, thence turning to the left with curve of five hundred and seventy-three and sixty-nine one-hundredths (573.69) feet radius to station 158+69 and highway; the land to be sixty (60) feet in width, thirty (30) feet each side of centre line of survey; being the same premises conveyed to Peter C. and Patrick H. Dolan by Robert F. Woodford, by deed dated August 13th, 1892.

Eighteenth Piece : A certain piece of land situated in said town of Plainville, and described as follows, to wit: Commencing at a point in the west of East Main Street and thirty (30) feet at right angles from centre line of survey; thence running westerly and parallel to said centre line to land of Amos Sage; thence running northerly to highway, running thence easterly on highway to East Main Street; thence running southerly on west line of said street to point of beginning; being the same premises conveyed to Peter C. and Patrick H. Dolan by Arthus O'Hara, by deed dated August 13th, 1892.

Nineteenth Piece : A certain piece of land situated in said town of Plainville, and described as follows, to wit: Commencing at the northeasterly corner of land of Jennie Jackson and northwesterly corner of Arthur O'Harra's land; running thence south ten (10) degrees forty-five (45) minutes east to a point thirty (30) feet at right angles to centre line of survey; running thence westerly and parallel to said centre line to highway; running thence easterly on highway to point of beginning; being the same premises conveyed to Peter C. and Patrick H. Dolan by Jennie Jackson, by deed dated August 7th, 1892.

Twentieth Piece : A certain piece of land situated in said town of Plainville, and described as follows, to wit: Commencing at the southeasterly corner of land of Henry and Ann Campion and southwesterly corner of land belonging to John McCarthy; running thence northwesterly in line of highway one hundred and nineteen and one-half ($119\frac{1}{2}$) feet; running thence northerly in line of highway to a point twenty-five (25) feet at right angles to a centre line of survey; running thence southeasterly and parallel with said centre line to John McCarthy's land; running thence southerly about five (5) feet to point of beginning; being the same premises conveyed to Peter C. and Patrick H. Dolan by Henry and Ann Campion, by deed dated August 19th, 1862.

Twenty-first Piece : A certain piece of land situated in said town of Plainville, and described as follows, to wit: Commencing at a point in the westerly line of highway and thirty (30) feet from and at right angles to centre line of survey; thence

westerly and parallel with said centre line to land of Collins Hough; thence northerly in said Hough's line to Main Street; thence easterly in line of Main Street to the west line of first mentioned highway; thence southerly in said line to point of beginning; being the same premises conveyed to Peter C. and Patrick H. Dolan by Kate E. Jones and Charles H. Jones, by deed dated August 18th, 1892.

Reference is hereby made to a map of said survey, filed in the offices of the town clerks of said towns of New Britain and Plainville, designated as "Location of Plainville Extension of New Britain Tramway, August, 1892."

Said above described twenty-one (21) pieces of land being the same premises conveyed to the New Britain Tramway Company by Peter C. and Patrick H. Dolan, by deed dated March 21st, 1893, and recorded in Plainville Land Records, vol. VIII., pages 347 to 353, inclusive, and in New Britain Land Records, vol. XI., pages 82 to 87, inclusive.

The title to all of said above described twenty-one (21) pieces of land became vested in the Central Railway and Electric Company by virtue of an amendment to the charter of the New Britain Tramway Company, passed at the January session, A. D. 1893, and approved June 15th, 1893.

Also a certain piece of land situated in said town of New Britain, and bounded and described as follows, to wit: Commencing in the westerly side of highway, at station O in centre line of survey, and running south sixty-seven (67) degrees forty-seven (47) minutes west to station 2 + 84.75; thence turning to the right with a curve of 297.47 feet radius to station 3 + 93 and land of A. W. Williams; the land to be thirty (30) feet in width on the left of above-described line and twenty (20) feet in width on the right; containing one-half of an acre, more or less; bounded north and west by land of A. W. Williams; east by highway; south by land of Olaf J. Selander; being the same premises conveyed to the Central Railway and Electric Company by Olaf J. Selander, by deed dated November 22d, 1895, and recorded in New Britain Land Records, vol. 36, page 296;

Also a certain piece of land situated in said town of New

Britain, bounded and described as follows, to wit: A certain piece of land triangular in form, the same being one hundred feet in length, ten feet wide at its westerly end, and running to a point at its easterly end; bounded northerly one hundred (100) feet by land of the Central Railway and Electric Company; southerly about one hundred (100) feet by land of Cornelius Andrews; westerly ten (10) feet by land of the estate of William L. Cook; being the same premises conveyed to the Central Railway and Electric Company by Cornelius Andrews, by deed dated July 26th, 1897, and recorded in New Britain Land Records, vol. 21, page 59.

Also a certain parcel of land situated in said town of Plainville, and bounded and described as follows, to wit: Commencing at a point in the west line of land of the heirs or assigns of Lemuel Bunnell, thirty (30) feet northerly from the centre line of the track of the Central Railway and Electric Company, and running thence westerly parallel to said centre line and thirty (30) feet distant therefrom to land of J. Woodford; thence southerly sixty (60) feet on land of said company, in the direction of the east line of said Woodford's land; thence easterly on a line parallel with said centre line of tracks and thirty (30) feet distant southerly therefrom to said land of heirs or assigns of said Bunnell; and thence northerly sixty (60) feet to place of beginning; bounded north and south by lands of George P. Cooley and John B. Minor; east and west by other lands of said company; being the same premises conveyed to said Central Railway and Electric Company by George P. Cooley and John B. Minor, by deed dated March 11th, 1895, and recorded in Plainville Land Records, vol. 10, page 48.

Also a certain tract of land situated in said Plainville, and described as follows, to wit: Bounded north by lands now or late of William L. Cook and of Henry M. and Laura A. Tyler, partly by each; east by land now or late of John W. Cooke; south and west by land now or late of Hezekiah W. Hamlin; containing sixteen (16) acres, more or less; the southwest corner of said piece is indicated by an oak tree blazed and with a pile of stones at its base; and the southeast

corner of said piece is indicated by a black birch tree, also blazed and with a pile of stones at its base. The northern boundary line and the northeast and northwest angles are shown on map of location of the New Britain Tramway, between New Britain and Plainville, 1892, on file in office of the Town Clerk in Plainville, which is hereby referred to ; being the same premises conveyed to the Central Railway and Electric Company by the Electrical Association, Incorporated, by deed dated May 8th, 1897, and recorded in Plainville Land Records, vol. 9, page 362.

Also a certain piece of land with the buildings standing thereon, situated in said town of Plainville, and bounded and described as follows, to wit : Northerly and easterly by land of the estate of William L. Cooke ; southerly by land of Cornelius Andrews, estate of William L. Cooke, and Steele Brothers, partly by each ; westerly by land of the Central Railway and Electric Company and estate of William L. Cooke, partly by each ; being the same premises conveyed to the Central Railway and Electric Company by John W. Cooke, by deed dated August 3d, 1897, and recorded in Plainville Land Records, vol. 10, page 136.

Also three certain pieces of land described as follows, to wit :

First Piece : A certain piece of land situated in said town of Plainville, bounded as follows : northerly about one hundred and ninety-eight (198) feet by land now or formerly of John W. Cooke ; easterly about thirty-six hundred (3600) feet by land of Cornelius Andrews ; southerly about one hundred and ninety-eight (198) feet by land now or formerly of Martin Brown ; westerly about thirty-six hundred (3600) feet by land of Steele Brothers.

Second Piece : A certain piece of land triangular in form, situated in said town of Plainville, and bounded as follows : northerly about one hundred and fifty (150) feet by the next hereinafter described piece of land, designated as the Third Piece ; easterly about one hundred and twenty (120) feet by land now or formerly of John W. Cooke ; southerly and westerly about two hundred and one (201) feet by land of the

Central Railway and Electric Company, together with the buildings thereon.

Third Piece: A certain piece of land with the buildings thereon, situated partly in said town of Plainville and partly in said town of New Britain, described as follows: bounded northerly by land of the New England Railroad Company; easterly by land of Cornelius Andrews; southerly by land of Cornelius Andrews, land now or formerly of John W. Cooke, by the above-described piece of land, and by land of the Central Railway and Electric Company, partly by each; westerly by land now or formerly of John W. Cooke and land of Laura Sharp, wife of Frederick Sharp, partly by each; excepting, however, three pieces of land embraced within the above, boundaries, described as follows, to wit.

The first excepted piece is a small piece of land situated in said town of Plainville, with a sawmill now standing thereon, bounded northerly three hundred (300) feet by land of the New England Railroad Company; easterly ninety and one-half ($90\frac{1}{2}$) feet by the second piece of land herein excepted, and by a portion of the above-described third piece of land, partly by each; southerly three hundred (300) feet by a portion of the above-described third piece of land; westerly one hundred and sixty-two (162) feet by a portion of the above-described third piece of land.

The second excepted piece is a piece of land situated in said town of Plainville, bounded northerly three hundred and twenty (320) feet by land of the New England Railroad Company; easterly forty (40) feet by a portion of the above-described third piece of land; southerly three hundred and twenty (320) feet by a portion of the above-described third piece of land; westerly forty (40) feet by the first excepted piece of land.

The third excepted piece is a piece of land situated in said town of Plainville, bounded northerly two hundred and twenty (220) feet by land of the New England Railroad Company; easterly one hundred (100) feet by a portion of the above described third piece of land; southerly two hundred and twenty (220) feet by a line parallel with the southern boundary

of the New England Railroad Company and one hundred (100) feet by a portion of the above-described third piece of land.

All said excepted pieces of land lying southerly of and adjoining the land of the New England Railroad Company.

Said three pieces of land hereby conveyed being the same premises conveyed to the Central Railway and Electric Company by Andrus Corbin, executor of the will of William L. Cooke, deceased, by deed dated September 1st, 1897, and recorded in Plainville Land Records, vol. 12, pages 42 to 45, both inclusive, and in New Britain Land Records, vol. 14, pages 135 to 139, both inclusive.

Also a certain piece of land situated in the town of Berlin, Hartford County, State of Connecticut, bounded and described as follows, to wit: West by highway known as Berlin Street, twenty-six (26) feet and four (4) inches; north by land of Mary A. N. Brandegee, one hundred and twenty (120) feet; east by land of said Brandegee sixteen (16) feet; south by land of Walter Gwatkin one hundred and twenty-eight (128) feet; there being an iron pin driven on each corner; being the same premises conveyed to the Central Railway and Electric Company by Mary A. N. Brandegee, by deed dated April 10th, 1895, and recorded in Berlin Land Records, vol. 46, page 24.

Also, a certain piece of land situated in said town of New Britain, just northwesterly of the Berlin bridge, at or near the town line between the towns of New Britain and Berlin, and lying westerly of the angle caused by the course of the stream running under said bridge. The northwesterly corner of said piece is westerly of and thirty feet from the west line of highway, and said piece runs along said highway southerly fifty-two (52) feet to land of Dr. G. P. Cooley; thence westerly in line of said Cooley's land fourteen (14) feet; thence northerly to meet the north line of said piece thirty feet from and west of the west line of the highway.

Also one other piece of land adjoining upon the north the piece last above described, and lying westerly of the centre line of the railway of the Central Railway and Electric Company, and within twelve feet of said centre line;

Said two pieces of land being the same premises conveyed to the Central Railway and Electric Company by Elizabeth Devitt, by deed dated December 14th, 1894, and recorded in New Britain Land Records, vol. 19, page 200, to which said reference is hereby made for a more particular description of said premises.

Also a certain piece of land situated in said town of New Britain, and bounded and described as follows, to wit: commencing at the corner of East Street and Jubilee Street, running easterly on north line of Jubilee Street two hundred and eighty-four (284) feet, thence westerly one hundred and twenty (120) feet on north line of right of way for railroad track, thence northerly one hundred and twenty-nine and seven-tenths (129.7) feet on west line of land of Joseph Boeckman, thence westerly one hundred and forty-two and seven-tenths (142.7) feet to East Street, thence southerly on East Street to place of beginning.

Also a certain piece of land situated in said town of New Britain, bounded and described as follows, to wit: Beginning at the northwesterly corner of land of Andrew and Maria Olson, at the place where it joins the land of Henry S. and Hattie E. Millard, at the present end of Jubilee Street, the same point being in the centre line of location of the Central Railway and Electric Company, as served by William H. Caldwell, C. E., March, 1897, running thence easterly along the division line of land of the said Olsons and said Millards about two hundred and fifty-four (254) feet to a point twenty-five (25) feet distant southerly at right angles from said line of location, thence westerly parallel with and twenty-five (25) feet distant southerly at right angles from side line of location about one hundred and thirty-eight (138) feet, thence in a westerly direction, deviating slightly to the north, twenty-five (25) feet distant southerly at right angles from said line of location one hundred and sixteen (116) feet to the present end of Jubilee Street on the southerly side thereof, thence northerly twenty-five (25) feet to place of beginning. bounded northerly by land of the said Millards; easterly and southerly by land of the said Olsons; westerly by the present

end of Jubilee Street; being the same premises conveyed to the Central Railway and Electric Company by Andrew and Maria Olson, by deed dated March 12th, 1897, and recorded in New Britain Land Records, vol. 38, page 87.

Also a certain piece of land situated in said town of New Britain, bounded and described as follows, to wit: Beginning at the northwesterly corner of land of Andrew Olson, at the place where it joins land of Henry S. and Hattie E. Millard at the present end of Jubilee Street, the same being in the centre line of location of the Central Railway and Electric Company as surveyed by William H. Cadwell, C. E., March, 1897, running thence easterly along the division line of land of said Olsons and the said Millards about two hundred and fifty four (254) feet to a point twenty-five (25) feet distant southerly at right angles from said line of location, thence easterly parallel with and twenty-five (25) feet distant southerly from said line of location about seven hundred and fifty-seven (757) feet to land now or then owned by Richard Irwin; thence northerly in line of land of said Irwin to a point twenty-five (25) feet distant northerly at right angles to said line of location; thence westerly parallel with and twenty-five (25) feet distant northerly from said line of location about one thousand and eleven (1011) feet to the present end of Jubilee Street, on the northerly side thereof; thence southerly twenty-five (25) feet to place of beginning, bounded northerly by land of the said Millards, easterly by land of Richard Irwin, southerly by land of the said Millards and Andrew and Maria Olson, partly by each, westerly by the present end of Jubilee Street, being the same premises conveyed to the Central Railway and Electric Light Company by Henry S. and Hattie E. Millard, by deed dated March 19th, 1897, and recorded in New Britain Land Records, vol. 38, page 98.

Also a certain piece of land situated in the town of Newington, county of Hartford, State of Connecticut, bounded and described as follows, to wit: Beginning at a point in the west line of land of Richard Irwin and at the dividing line between land of said Irwin and land of H. S. and Hattie E. Millard, fifty (50) feet distant at right angles northerly from the line of

location of the Newington Tramway Company, as surveyed by W. H. Caldwell, C. E., March, 1897, and running thence easterly parallel with and fifty (50) feet distant northerly from said line of location to land of the New York, New Haven and Hartford Railroad Company; thence southerly along the line of said railroad company's land to land of R. W. Spencer; thence westerly along line of land of said Spencer to land of H. S. and Hattie E. Millard; thence northerly along said land of said Millards to place of beginning; bounded northerly by land of Richard Irwin; easterly by land of the New York, New Haven & Hartford Railroad Company; southerly by land of R. W. Spencer; westerly by land of H. S. and Hattie E. Millard; containing two acres of land, more or less; being the same premises conveyed to the Newington Tramway Company by Richard Irwin, by deed dated May 5th, 1897, and recorded in Newington Land Records, vol. 5, page 95, and by said Newington Tramway Company, conveyed to the said Central Railway and Electric Company, by deed dated July 8th, 1897, and recorded in Newington Land Records, vol. 6, pages 223 to 225.

Also a certain piece of land situated in said town of Newington, bounded and described as follows, to wit: Beginning at a point in the former division line of lands of Lemuel W. Camp and Donnelly Brick Company, forty (40) feet distant southeasterly at right angles from the line of location of the Newington Tramway Company as surveyed by William H. Caldwell, C. E., March 3d, 1897, running thence in a curved line southwesterly parallel with and forty feet distant southeasterly at right angles from said line of location to land of the New York, New Haven and Hartford Railroad Company; thence northerly in line of said Railroad Company to a point forty (40) feet distant northwesterly at right angles from said line of location, continuing thence easterly in a straight line to a point twenty (20) feet distant northwesterly from said line of location, and one hundred and fifty feet distant easterly from the point where said line of location intersects the boundary line of the New York, New Haven and Hartford Railroad Company, continuing thence northeasterly in a

curved line parallel with and twenty (20) feet distant northwesterly from said line of location to said former division line of lands of said Lemuel W. Camp and Donnelly Brick Company; thence easterly in said division line to place of beginning. Said piece of land is five hundred and eighteen and six-tenths (518.6) feet long, and of the uniform width of sixty (60) feet from said former division line of lands of said Camp and Donnelly Brick Company to a point one hundred and fifty (150) feet distant easterly from the boundary line of the New York, New Haven and Hartford Railroad Company, and increasing in width from said point to eighty (80) feet in width at the boundary line of said New York, New Haven and Hartford Railroad Company, measured at right angles to said line of location. The boundaries of said piece of land are also indicated by four (4) iron pins driven down in the ground at the four extreme points of the same, and one (1) at the point twenty (20) feet distant northwesterly from said line of location and one hundred and fifty (150) feet distant easterly from the point where said line of location intersects the boundary line of the New York, New Haven and Hartford Railroad Company; being the same premises conveyed to the Central Railway and Electric Company, by Lemuel W. Camp, by deed dated June 15th, 1898, and recorded in Newington Land Records, vol. 5, page 188.

Also a certain parcel of land situated in said town of Newington, and bounded and described as follows, to wit: Beginning at a point in the division line of lands of the Donnelly Brick Company and Lemuel W. Camp and ten (10) feet distant westerly at right angles from the line of location of the Newington Tramway Company as surveyed by W. H. Cadwell, C. E., March, 1897, running thence easterly along said division line about one hundred and six (106) feet to land of the estate of John Hanna; thence northerly along the line of land of said Hanna's estate to the Newington Road, so-called; thence westerly along said Newington Road about seventy-two (72) feet to a point ten (10) feet distant westerly at right angles from said line of location; thence southerly, parallel with and ten (10) feet distant westerly at right angles

from said line of location to place of beginning; bounded northerly by Newington Road, so-called; easterly by land of estate of John Hanna; southerly by land of Lemuel W. Camp; westerly by land of the Donnelly Brick Company; said piece of land being about five hundred and thirty-two (532) feet long on said line of location, and containing approximately eighty-eight tenths (.88) of an acre of land; being the same premises conveyed by the Donnelly Brick Company to the Newington Tramway Company, by deed dated March 15th, 1897, and recorded in Newington Land Records, vol. 5, page 74, and by the Newington Tramway Company conveyed to the Central Railway and Electric Company, by deed dated July 8th, 1897, and recorded in Newington Land Records, vol. 6, pages 223-225.

Also a certain piece of land situated in said town of Newington, bounded and described as follows, to wit: Beginning at a point in the northerly line of the highway known as Newington Road and at the dividing line between land of Richard Irwin and land now or formerly owned by William Richards, and running thence northeasterly along said dividing line to land of Mrs. S. L. Kain, thence southerly along the westerly line of land of said Kain to a point twenty feet distant easterly at right angles from the line of location of the Newington Tramway Company as surveyed by W. H. Cadwell, C. E., March, 1897, thence southeasterly parallel with and twenty (20) feet distant northeasterly at right angles from said line of location (following partly a straight and partly a curved line) to the north line of said Newington Road, thence westerly along said Newington Road to place of beginning; bounded northerly by land of Mrs. S. L. Kain, easterly by land of Richard Irwin, southerly by Newington Road, westerly by land now or formerly owned by William Richards, containing eight-tenths (.8) of an acre more or less, being the same premises conveyed by Richard Irwin to the Newington Tramway Company by deed dated May 5th, 1897, and recorded in Newington Land Records, vol. 5, page 78, and by said Newington Tramway Company conveyed to the Central Railway and Electric Company by deed dated July 8th, 1897,

and recorded in Newington Land Records, vol. 6, page 223-225.

Also a certain piece of land situated in said town of Newington, bounded and described as follows, to wit: Beginning at a point in the northerly line of land of Flora L. Kain and S. L. Kain and easterly line of land of Richard Irwin, ten (10) feet distant westerly at right angles from the line of location of the Newington Tramway Company, as surveyed by William H. Cadwell, C. E., September, 1895, and running thence north forty-four (44) degrees east, parallel with and ten (10) feet distant westerly from said line of location to the southerly line of land of Lemuel W. Camp; thence easterly along the line of land of said Camp to a point twenty (20) feet easterly at right angles from said line of location; thence south forty (40) degrees west, parallel with and twenty (20) feet distant easterly from said line of location to said westerly line of land of Flora L. and S. L. Kain and easterly line of land of Richard Irwin; thence northerly along said line to place of beginning, bounded northerly by land of Lemuel W. Camp, easterly and westerly by land of Flora L. and S. L. Kain, southerly by land of Richard Irwin; said strip of land being of the uniform width of thirty (30) feet and five hundred and thirty (530) feet long on said line of location, and containing thirty-seven one-hundredths (.37) of an acre of land; being the same premises conveyed to the Newington Tramway Company by Flora L. and S. L. Kain, by their deed dated April 20th, 1896, and recorded in Newington Land Records, vol. 6, pages 83, 84, and 85, and by the said Newington Tramway Company conveyed to the Central Railway and Electric Company by deed dated July 8th, 1897, and recorded in Newington Land Records, vol. 6, pages 223-225.

Also the right of way over a certain piece of land situated in said town of Newington, bounded and described as follows, to wit: beginning at a point in the southerly line of land of Lemuel W. Camp and at the northerly line of land of Flora L. Kain, and ten (10) feet distant westwardly at right angles from the line of location of the Newington Tramway Company as surveyed by William H. Cadwell, C. E., Septem-

ber, 1895, and running thence northeasterly parallel with and ten (10) feet distant westerly at right angles from said line of location to the westerly line of highway known as Ten Rod Road; thence southerly along the westerly line of said highway to a point twenty (20) feet distant southeasterly at right angles from said line of location, thence southwesterly parallel with and twenty (20) feet distant from said line of location to said southerly line of land of said Camp and northerly line of land of said Kain; thence westerly to place of beginning, bounded northerly by land of said Camp, easterly by land of said Camp and highway known as Ten Rod Road, partly by each, westerly by land of said Camp, southerly by land of said Camp and said Kain, partly by each; said strip of land being of the uniform width of thirty (30) feet, and twenty-two hundred and twenty-two (2222) feet in length on line of location, and containing one and fifty-three one-hundredths (1.53) acres of land; being the same premises conveyed to the Newington Tramway Company by Lemuel W. Camp, by deed dated April 16th, 1896, and recorded in Newington Land Records, vol. 5, page 56, and by said Newington Tramway Company conveyed to the Central Railway and Electric Company, by deed dated July 8th, 1897, and recorded in Newington Land Records, vol. 6, pages 223-225.

Also four certain pieces of land situated in said town of Newington, bounded and described as follows, to wit:—

First Piece: Located and described as follows, to wit: Beginning at a point in the east line of the highway known as the Ten Rod Road and twenty-five (25) feet distant northerly at right angles from the line of location of the Newington Tramway Company as surveyed by William H. Cadwell, C. E., September, 1895, and running thence easterly parallel with and twenty-five (25) feet distant northerly at right angles from said line of location to the westerly line of the highway known as Lane Road, and thence southerly along said line of Lane Road to a point thirty-five (35) feet distant southerly at right angles from said line of location; thence westerly parallel with and thirty-five (35) feet distant southerly from said line of location to the east line of said Ten Rod Road; thence north-

erly along said Ten Rod Road to place of beginning ; bounded northerly by land of Henry M. Robbins, easterly by highway, known as Lane Road, southerly by land of said Robbins, westerly by highway known as Ten Rod Road ; said piece of land being of the uniform width of sixty (60) feet and thirty-four hundred and seventeen and one-half ($3417\frac{1}{2}$) feet long upon said line of location, and extending from the easterly line of the highway known as Ten Rod Road, at a point northerly of the residence of L. W. Camp, to the westerly line of the highway known as Lane Road, at a point near the junction of the highway known as Back Lane.

Second Piece : Located and described as follows, to wit : Beginning at a point in the division line of land of Henry M. Robbins and land formerly owned by Catherine L. Robbins, and thirty (30) feet distant northerly at right angles from the line of location of the Newington Tramway Company as surveyed by William H. Cadwell, C. E., September, 1895, and running thence easterly and northerly partly in a straight line and partly in a curved line, the radius of which is three hundred and seventy (370) feet, parallel with and thirty (30) feet distant northerly and westerly from said line of location to the northerly line of a former highway known as Back Lane (said highway having been abandoned by the town of Newington) ; thence easterly along the northerly line of said former highway to a point thirty (30) feet distant easterly at right angles from said line of location ; thence southerly and westerly partly in a curve the radius of which is four hundred and thirty (430) feet, and partly in a straight line, parallel with and thirty (30) feet distant easterly and southerly from said line of location to said division line between land of Henry M. Robbins and land formerly of Catherine L. Robbins ; thence northerly in said division line to place of beginning ; bounded northerly, easterly, and southerly by land of Henry M. Robbins, westerly by land of said Robbins and land formerly owned by Catherine L. Robbins, partly by each ; being a piece of land of the uniform width of sixty (60) feet and about seven hundred and twenty-seven and two-tenths (727.2) feet long on said line of location, and extending from land formerly owned by said

Catherine L. Robbins to the northerly line of said former highway known as Back Lane.

Third Piece: Located and described as follows, to wit: Beginning at a point in the northerly line of a former highway known as Back Lane and twenty-five (25) feet distant westerly at right angles from the line of location of the Newington Tramway Company as surveyed by William H. Cadwell, C. E., September, 1895, and running thence northerly in a curve the radius of which is three hundred and seventy-five (375) feet, parallel with and twenty-five (25) feet westerly from said line of location for a distance of about four (4) feet; thence northerly in a straight line parallel with and twenty-five (25) feet distant westerly from said line of location for a distance of about fifteen hundred (1500) feet to the division line of land of Henry M. Robbins and land now or formerly of Joshua Belden; thence easterly in said division line to a point thirty-five (35) feet distant easterly at right angles from said line of location; thence southerly about fifteen hundred (1500) feet parallel with and thirty-five (35) feet distant easterly at right angles from said line of location to the tangent of a curve the radius of which is four hundred and thirty-five (435) feet; thence southerly on said curve parallel with and thirty-five (35) feet distant easterly from said line of location a distance of about four (4) feet to the northerly line of said former highway known as Back Lane; thence westerly in the line of said former highway to place of beginning; bounded northerly by land formerly of Joshua Belden; easterly, southerly, and westerly by land of Henry M. Robbins; said piece of land being of the uniform width of sixty (60) feet and about fifteen hundred and four and one-half ($1504\frac{1}{2}$) feet long on said line of location, and extending from said former highway known as Back Lane to land formerly of Joshua Belden.

Fourth Piece: Located and described as follows, to wit: Beginning at a point in the division line of land of Henry M. Robbins and land formerly of Nathaniel Root, and twenty-five (25) feet distant westerly at right angles from the line of location of the Newington Tramway Company as surveyed by William H. Cadwell, C. E., September, 1895, and running

thence northerly parallel with and twenty-five (25) feet distant westerly from said line of location for a distance of about three hundred and eleven (311) feet to the southerly tangent of a curve the radius of which is six hundred and twenty-eight and eight-tenths (628.8) feet; thence northerly on said curve, parallel with and twenty-five (25) feet distant westerly at right angles from said line of location to the northerly tangent of said curve; thence northerly in a straight line parallel with and twenty-five (25) feet distant westerly at right angles from said line of location to the division line of land of Henry M. Robbins and land formerly of S. H. Kilbourn, thence easterly on said division line to a point thirty-five (35) feet distant easterly at right angles from said line of location; thence southerly parallel and thirty-five (35) feet distant easterly at right angles from said line of location to the northerly tangent of a curve, the radius of which is five hundred and sixty-eight and eight-tenths (568.8) feet; thence southerly on said curve, parallel with and thirty-five (35) feet distant easterly at right angles from said line of location to the southerly tangent of said curve; thence southerly parallel with and thirty-five (35) feet distant easterly at right angles from said line of location to said division line of land of Henry M. Robbins, and land formerly of Nathaniel Root; thence westerly in said division line to place of beginning; bounded northerly by land formerly of S. H. Kilbourn; easterly and westerly by land of Henry M. Robbins, southerly by land formerly of Nathaniel Root; said piece of land being of the uniform width of sixty (60) feet and about nine hundred and twenty-three (923) feet long on said line of location, and extending from land formerly of Nathaniel Root to land formerly of S. H. Kilbourn.

Said four last above described pieces of land being the same premises conveyed to the Central Railway & Electric Company by Henry M. Robbins, by deed dated September 7th, 1898, and recorded in Newington Land Records, vol. 6, pages 240-243.

Also a certain piece of land situated in said town of Newington, bounded and described as follows, to wit: Beginning

at a point in the easterly line of highway in the town of Newington, known as Lane Road and twenty-five (25) feet distance northerly at right angles from line of location of Newington Tramway Company, as surveyed by William H. Cadwell, C. E., September, 1895, and running thence north eighty-four (84) degrees thirty (30) minutes east, about eleven hundred and twenty-three (1123) feet parallel with and twenty-five (25) feet distant northerly from said line of highway known as Back Lane; thence southerly on said line of said highway to a point thirty-five (35) feet distant at right angles from said line of location; thence eighty-four (84) degrees thirty (30) minutes west parallel with and thirty-five (35) feet distant southerly from said line of location, at a point in the northerly line of highway known as Back Lane; thence westerly along north line of said highway known as Back Lane to said highway known as Lane Road; thence northerly along said Lane Road to point of beginning; bounded northerly by land of Henry L. Miller; easterly by Back Lane; southerly by land of Henry L. Miller and Back Lane, partly by each; westerly by the highway known as Lane Road; said strip of land being of the uniform width of sixty (60) feet where said Miller's land extends thirty-five (35) feet or more southerly of said line of location, and including all the land between said line of location and northerly of said Back Lane where said Miller's land extends less than thirty-five (35) feet southerly from said line of location, and eleven hundred and twenty-three (1123) feet long on said line of location; being the same premises conveyed to the Newington Tramway Company by Henry L. Miller, by deed dated April 6th, 1896, and recorded in Newington Land Records, vol. 5 page 54, and by the said Newington Tramway Company conveyed to the Central Railway and Electric Company, by deed dated July 8th, 1897, and recorded in Newington Land Records, vol. 6, pages 223-225.

Also a certain piece of land situated in said town of Newington, and bounded and described as follows, to wit: Beginning at a point in the division line between properties of H. L. Miller and Catherine L. and Bertha Robbins, and thirty (30) feet distant northerly at right angles from the line of

location of the Newington Tramway Company, as surveyed by William H. Cadwell, C. E., September, 1895, and running thence easterly about four hundred and seventy-five and three-tenths (475.3) feet parallel with and thirty (30) feet distant northerly from said line of location to the westerly line of land of H. M. Robbins; thence southerly on said line of land of said Robbins to a point thirty (30) feet distant southerly at right angles from said line of location; thence westerly, parallel with and thirty (30) feet distant southerly from said line of location, about four hundred and seventy-five and three-tenths (475.3) feet; thence northerly about sixty (60) feet to point of beginning; bounded northerly by land of H. M. Robbins, easterly by land of H. M. Robbins, southerly by a new highway, the same being the extension of Back Lane, so called, to Newington Street, so called, westerly by land formerly belonging to the Newington Tramway Company; said piece of land being of the uniform width of sixty (60) feet, and about four hundred and seventy-five and three-tenths (475.3) feet along on said line of location; being the same premises conveyed to the Newington Tramway Company by Catherine L. Robbins *et al.*, by deed dated June 29th, 1897, and recorded in Newington Land Records, vol. 6, page 122, and by the said Newington Tramway Company conveyed to the Central Railway and Electric Company, by deed dated July 8, 1897, and recorded in Newington Land Records, vol. 6 pages 223-225.

Also a certain piece of land situated in said town of Newington, and bounded and described as follows, to wit: Beginning at a point in the northerly line of land of Henry M. Robbins and twenty-five (25) feet distant westerly at right angles from line of location of the Newington Tramway Company, as surveyed by William H. Cadwell, C. E., September, 1895, and running thence north four (4) degrees forty-five (45) minutes east about four hundred and sixty-three (463) feet parallel with and twenty-five (25) feet distant westerly from said line of location to the southerly line of land of Nathaniel Root, thence easterly on said line of land of said Nathaniel Root to a point thirty-five (35) feet distant at right angles from said line of location, thence south four (4) degrees forty-

five (45) minutes west parallel with and thirty-five (35) feet distant easterly from said line of location about four hundred and sixty-three (463) feet to the northerly line of land of said Robbins, thence westerly along said line of land of said Robbins to place of beginning; bounded northerly by land of Nathaniel Root; easterly and westerly by land of Joshua Belden; southerly by land of Henry M. Robbins; said piece of land being of the uniform width of sixty (60) feet, and four hundred and sixty-three (463) feet long on said line of location; being the same premises conveyed to the Newington Tramway Company by Joshua Belden, by deed dated March 16th, 1897, and recorded in Newington Land Records, vol. 5, page 73, and by the said Newington Tramway Company conveyed to the Central Railway and Electric Company, by deed dated July 8th, 1897, and recorded in Newington Land Records, vol. 6, pages 223-225.

Also a certain piece of land situated in said Town of Newington, and bounded and described as follows, to wit: Beginning at a point in the northerly line of land of Joshua Belden and twenty-five (25) feet distant westerly at right angles from line of location of the Newington Tramway Company, as surveyed by William H. Cadwell, C. E., September, 1895, and running thence north four (4) degrees and forty-five (45) minutes east about six hundred and ninety-nine and three-tenths (699.3) feet parallel with and twenty-five (25) feet distant westerly from said line of location to the southerly line of land of Henry M. Robbins, thence easterly on said line of land of said Robbins to a point thirty-five (35) feet distant at right angles from said line of location, thence south four (4) degrees forty-five (45) minutes west parallel with and thirty-five (35) feet distant easterly from said line of location about six hundred and ninety-nine and three-tenths (699.3) feet to the northerly line of land of said Belden, thence westerly along said line of land of said Belden to point of beginning; bounded northerly by land of Henry M. Robbins; easterly and westerly by land of Nathaniel Root; southerly by land of Joshua Belden; said piece of land being of the uniform width of sixty (60) feet, and six hundred and ninety-nine and

three-tenths (699.3) feet long on said line of location; being the same premises conveyed to the Newington Tramway Company by Nathaniel Root, by deed dated April 3d, 1896, and recorded in Newington Land Records, vol. 5, page 55, and by the said Newington Tramway Company conveyed to the Central Railway and Electric Company, by deed dated July 8th, 1897, and recorded in Newington Land Records, vol. 6, pages 223-225.

Also a certain piece of land situated in said town of Newington, on the west side of Newington Street, and bounded and described as follows, to wit: Beginning at a point in the dividing line of lands of Samuel H. Kilbourn and H. M. Robbins and twenty-five (25) feet distant northwesterly at right angles from the line of location of the Newington Tramway Company, as surveyed by William H. Cadwell, C. E., September, 1895; running thence north forty-six (46) degrees twenty-five (25) minutes east parallel with and twenty-five (25) feet distant at right angles from said line of location to a point at right angles from said line of location at station 200+12.7; thence northeasterly on a curve the radius of which is seventy-five (75) feet to the west line of said Newington Street, said curved line being parallel with and twenty-five (25) feet distant northwesterly from said line of location; thence southerly along said west line of Newington Street to a point thirty-five (35) feet distant southeasterly at right angles from said line of location; thence south forty-six (46) degrees twenty-five (25) minutes west parallel with and thirty-five (35) feet distant from said line of location to the north line of land used by the town of Newington as a public pound; thence westerly along the north line of said pound to the west line of said pound (the northwest corner of said pound being fourteen (14) feet at right angles from said line of location); thence southerly along the west line of said pound to land of said Robbins; thence westerly along said Robbins' north line to place of beginning; bounded northerly by land of Samuel H. Kilbourn and Newington Street, partly by each, easterly by Newington Street and land of said Kilbourn and the public pound, partly by each, southerly by the

public pound and land of H. M. Robbins, partly by each, westerly by land of said Kilbourn; being the same premises conveyed to the Newington Tramway Company by Samuel H. Kilbourn, by deed dated March 21st, 1896, and recorded in Newington Land Records, vol. 5, page 47, and by the said Newington Tramway Company conveyed to the Central Railway and Electric Company, by deed dated July 8th, 1897, and recorded in Newington Land Records, vol. 6, pages 223-225.

Said premises being conveyed with all the water and other rights, privileges, and easements, and subject to all the conditions, rights, reservations, privileges, and easements contained in all of said deeds.

Being the same premises conveyed to the Connecticut Lighting and Power Company by the Central Railway and Electric Company by deed dated June 16th, 1899, and recorded in New Britain Land Records, vol. 15, pages 296 to 315; also in Plainville Land Records, vol. 12, pages 206 to 227; also in Newington Land Records, vol. 6, pages 327 to 346; also in Berlin Land Records, vol. 46, pages 433 to 448.

Also two other certain pieces of land situated in said town of Plainville, at White Oak, so called, bounded and described as follows :—

One piece bounded northerly three hundred (300) feet on land of the New England Railroad Company, easterly ninety and one-half ($90\frac{1}{2}$) feet on land of Connecticut Lighting and Power Company and the land hereinafter described, southerly three hundred (300) feet, and westerly one hundred and sixty-two (162) feet on land of the Connecticut Lighting and Power Company, with the dam and water privilege thereon; together with the right to pass and repass on foot and with teams from the present crossing across the New England Railroad, across the land of The Cooke Stone and Ice Company, twenty (20) feet wide, to the highway, with the condition that the said Connecticut Lighting and Power Company shall forever maintain and keep in repair the dam above referred to, to at least the height at which it stood on June 16th, 1896.

One other piece joining the above-described piece on the east, bounded northerly three hundred and twenty (320) feet on land of the New England Railroad Company, easterly forty (40) feet and southerly three hundred and twenty (320) feet on land of Connecticut Lighting and Power Company, westerly forty-one (41) feet on above-described tract.

Being the same premises conveyed to the Connecticut Lighting and Power Company by The Cooke Stone and Ice Company, by deed dated June 20th, 1900, and recorded in Plainville Land Records, vol. 12, page 350.

Also the following part of its property, to wit: All the real estate, buildings, plant, machinery, engines, dynamos and electrical apparatus, poles, lines, wires, and pipes, lines of railway and cars, together with all and singular the privileges, easements, and appurtenances thereto belonging, and all the property, real, personal, and mixed, of whatsoever description and wheresoever situated, formerly belonging to The Shelton Street Railway Company, including all the rights, privileges, and franchises of said The Shelton Street Railway Company, and purchased from it by the Connecticut Company under its former name of Connecticut Lighting and Power Company, intending hereby to embrace herein all such estate, rights, privileges, franchises, &c., so purchased, together with all of those which may be hereafter acquired by the Connecticut Company pertaining to the property purchased from The Shelton Street Railway Company.

The real estate hereby conveyed is described as follows:—

First Piece: A certain piece of land situated in the town of Stratford, Fairfield County, in said State, near the Housatonic River, being five hundred and sixty-three (563) feet long as measured along the centre line thereof, and thirty (30) feet wide for a distance of four hundred (400) feet from the south line of the lands now or formerly belonging to Franklin Haven; from thence said strip widens to the width of seventy-five (75) feet at the north line thereof; bounded northerly on land now or late of Charles F. Johnson and Anna C. Johnson, southerly on land of The Shelton Street Railway Company, easterly and westerly on land now or formerly of Franklin Haven; reserving to the said Franklin Haven, his heirs and

assigns, the right to cross and recross said strip of land at such points as the parties may hereafter designate, not to exceed three (3) feet in width ; also reserving the right to the said Haven, his heirs and assigns, to pass by side of brook under bridge or culvert at the northern line and along the base of embankment at the river's edge ; said property being more completely described and shown by a supplemental map showing the location in detail of The Shelton Street Railway Company, made by H. C. Scofield, Civil Engineer, dated April 18th, 1898, and on file in the office of the town clerk of the town of Stratford ; being the same premises conveyed to The Shelton Street Railway Company by Franklin Haven by deed dated October 4th, 1898, and recorded in Stratford Land Records, vol. 60, page 241. * * *

Second Piece: A piece or parcel of land containing about three and one quarter ($3\frac{1}{4}$) acres, situated in the town of Huntington, in said Fairfield County, bounded as follows: Northerly on land now or formerly owned by Patrick Murphy about three hundred and sixty (360) feet, easterly on the Housatonic River about four hundred and thirty-seven (437) feet, southerly on the estate of Somers Crofut about three hundred and eight (308) feet, westerly on the highway or River Road, so-called, about four hundred and five (405) feet. * * *

Excepting therefrom a certain piece or parcel of land described as follows: Bounded northerly by land of Patrick Murphy, easterly by Housatonic River, southerly by land of estate of Somers Crofut, westerly by the highway known as the River Road, the same being a strip of land about four hundred (400) feet in length, and containing two and one-half ($2\frac{1}{2}$) acres, more or less, which said last-described piece of land was conveyed by The Shelton Street Railway Company to Charles J. Wakeley by deed dated December 27th, 1900, and recorded in Huntington Land Records, vol. , page ; which said deed, however, contains the following reservation:—

“ The said grantor reserves to itself, its successors and assigns, for street railway purposes, a strip of land twenty-five

(25) feet in width for the right to locate, build, and maintain a double street railway track on the westerly side of said strip of land adjoining said highway known as the River Road ; should the said grantee, for the purposes of straightening the highway, give from his land on the westerly side and opposite of the aforesaid strip, a strip of land substantially twenty-five (25) feet in width, and the same should be accepted by the town of Huntington for highway purposes, then said double street railway tracks may be located without encroaching upon said highway substantially twenty-five (25) feet westerly from the location first herein described."

Third Piece : A strip of land situated in said town of Huntington, lying adjacent to and easterly of the River Road, so-called, the easterly line being a line twenty-five (25) feet easterly of and parallel with the centre line, as shown upon "Supplemental Map, section 4, of The Shelton Street Railway Company," made by Scofield & Starr, Civil Engineers, and filed in the office of the town clerk of the town of Huntington, September 13th, 1898, the westerly line being the highway, and extending northerly from the tract last above described to the highway and the lands of Eugène S. Crofut. * * *

Also the right to obtain necessary material for embankments, &c., from other lands of said Patrick Murphy.

Reserving the right to said Patrick Murphy to cross and recross said strip of land at such points as may be hereafter agreed upon. * * *

The *second* and *third pieces* above described being the same premises conveyed to The Shelton Street Railway Company by Patrick Murphy, by deed dated December 30th, 1898, and recorded in Huntington Land Records, vol. 30, page 295. * * *

Fourth Piece : A certain piece of land situated in said town of Huntington, bounded as follows : By a line beginning at a point in the fence between the lands now or formerly of St. Paul's Episcopal Society and lands of Eugene S. Crofut ; thence southerly fifteen (15) feet east of and parallel with the centre line of The Shelton Street Railway Company, as shown on map designated "Supplemental Map, section 4, of The

Shelton Street Railway Company," made by Scofield & Starr, Civil Engineers, filed in the office of the town clerk of the town of Huntington, September 13th, 1898, to the lands now or formerly of Patrick Murphy; thence westerly to the highway; thence northerly to the easterly line of the highway to the north line of land of Eugene S. Crofut; thence easterly to the point of beginning. Reserving to said Eugene S. Crofut, his heirs and assigns, the right to pass and repass across the same. Being the same property conveyed to The Shelton Street Railway Company by Eugene S. Crofut, by deed dated January 5th, 1899, and recorded in Huntington Land Records, vol. 30, page 298. * * *

Fifth Piece: A certain piece of land containing about two and one-fifth ($2\frac{1}{5}$) acres, situated in the town of Stratford, in said Fairfield County, bounded and described as follows: Commencing at a point on the easterly side of the highway known as the Green Hill Road, about fifty (50) feet northerly of the barn of Mrs. Tomlinson, and from thence extending northerly parallel with and twenty-five (25) feet easterly of the centre line of the layout of The Shelton Street Railway Company, as shown by a map made by Scofield & Starr, Civil Engineers, dated September 26th, 1898, and entitled "Supplemental Map, section 3, of The Shelton Street Railway Company," filed in the office of the town clerk of the town of Stratford, for a distance of fifteen hundred and eighty-two (1582) feet; from thence easterly ten (10) feet; from thence northerly and parallel with and thirty-five (35) feet from said centre line to the north line of land of George H. Tomlinson or his assigns at Far Mill River, a distance of about eleven hundred and forty (1140) feet; from thence westerly along the northerly line of said Tomlinson's land to the highway known as the Green Hill Road; from thence southerly along the easterly line of said highway to the place of beginning. Reserving to George H. Tomlinson, his heirs and assigns, the right to pass and repass across the same. Being the same premises conveyed to The Shelton Street Railway Company by George H. Tomlinson, by his deed dated January 23d, 1899, and recorded in Stratford Land Records, vol. 62, page 194. * * *

Sixth Piece : A triangular piece of land situated in said town of Stratford, containing about half an acre, bounded and described as follows : Commencing at a point on the northerly line of the highway in said town known as the River Road, two hundred and twenty-five (225) feet westerly of the easterly line of the land of Francis S. Webb, measured on the highway, from thence extending northerly about three hundred and forty-seven (347) feet by a line twenty-five (25) feet westerly of and parallel with the centre line of the layout of The Shelton Street Railway Company to the easterly line of the land of said Webb, thence southeasterly along the said easterly line about two hundred and two (202) feet to the highway, and from thence southwesterly along the highway two hundred and twenty-five (225) feet to the place of beginning ; reference being made to a map of the layout of The Shelton Street Railway Company, made by Scofield & Starr, dated February 1st, 1899, and filed in the office of the town clerk of the town of Stratford ; being the same premises conveyed to the said The Shelton Street Railway Company by Francis S. Webb, by deed dated February 4th, 1899, and recorded in Stratford Land Records, vol. 59, page 694. * * *

Seventh Piece : A certain strip of land fifty (50) feet wide, situated in said town of Stratford, extending northerly about five hundred and forty-five (545) feet from the easterly line of the land now or formerly belonging to Francis S. Webb to the pond known as Wheeler's or Peck's Mill Pond, and containing about thirty-five one-hundredths (.35) of an acre ; reference being made to a map entitled "Supplemental Map, section 2, of the Layout of The Shelton Street Railway Company," made by Scofield & Starr, Civil Engineers, dated February 1st, 1899, and filed in the office of the town clerk of the town of Stratford. * * *

Eighth Piece : A triangular piece of land on the northerly or easterly side of Wheeler's or Peck's Mill Pond, so-called, in said town of Stratford, and on the westerly side of the highway known as the River Road, where the centre line of the layout of The Shelton Street Railway Company crosses

said land from the pond to the highway, the westerly line of said piece being twenty-five (25) feet westerly of and parallel with said centre line; containing about thirty-seven hundred (3700) square feet of land; bounded easterly by the highway, southerly by said mill pond, westerly by the land of Abigail S. Peck; reserving the right to Abigail S. Peck to cross and recross said land at convenient points of access to other land of the said Abigail S. Peck. * *

The *seventh* and *eighth pieces* above described being the same property conveyed to The Shelton Street Railway Company by William E. Peck, conservator of Abigail S. Peck, by deed dated February 8th, 1899, and recorded in Stratford Land Records, vol. 60, page 284. * * *

Ninth Piece: A certain strip or parcel of land situated near Peck's Mill Pond, so-called, in said town of Stratford, said strip of land extending from the lands of Abigail S. Peck on the south in a northerly direction to the lands of said Abigail S. Peck on the north side of said pond, being fifty (50) feet in width, or so much in excess thereof as may be necessary to construct and maintain a viaduct or bridge, together with the necessary abutments and piers for a double-track street railway; being the same premises conveyed to The Shelton Street Railway Company by Frederick J. Wheeler, by deed dated February 16th, 1899, and recorded in Stratford Land Records, vol. 59, page 697. * * *

Tenth Piece: A certain strip of land situated in said town of Huntington, bounded and described as follows: Commencing at a point in the southerly line of the lands belonging to The South End Land Company, fifteen (15) feet easterly of the centre line of the layout of The Shelton Street Railway Company, from thence extending northerly, parallel with and fifteen (15) feet easterly of said centre line for a distance of five hundred and sixty-five (565) feet, from thence easterly ten (10) feet, from thence northerly for a distance of five hundred and seventy-five (575) feet parallel with and twenty-five (25) feet easterly of said centre line to the easterly line of the highway, from thence southwesterly along the easterly line of the highway to an intersection with a line twenty-five (25) feet

westerly of and parallel with said centre line, thence southerly by said parallel line to an intersection with the easterly line of the highway on the southerly side of the ravine, from thence southerly by the easterly line of the highway to the southerly line of the lands of The South End Land Company, and from thence easterly to the point of beginning; reference being made to a map made by Schofield & Starr, entitled "Supplemental Map, section 6, of The Shelton Street Railway Company," filed in the office of the town clerk of the town of Huntington, September 13th, 1898; subject to the right of passway across the same to The South End Land Company, its successors and assigns; being the same tract of land conveyed to The Shelton Street Railway Company by The South End Land Company by deed dated February 20th, 1899, and recorded in Huntington Land Records, vol. 38, pages 231 and 232. * * *

Eleventh Piece : A certain piece of land situated in said town of Stratford, on the easterly side of the River Road, at or near the corner above the house of Abram C. Lewis, bounded and described as follows: Commencing at the easterly line of said road, at a point about two hundred and twelve (212) feet northerly of Abram C. Lewis' house lot, from thence extending northeasterly about three hundred (300) feet by a straight line parallel with and ten (10) feet easterly of the centre line of the Shelton Street Railway, to an intersection with the highway near the southerly line of land now or formerly belonging to Dr. B. W. Bronson, thence westerly and southerly by the easterly line of said highway to point of beginning; reserving the right to the said Abram C. Lewis, his heirs and assigns, to cross and recross the same to and from the highway; being the same premises conveyed to The Shelton Street Railway Company by Abram C. Lewis, by deed dated May 22d, 1899, and recorded in Stratford Land Records, vol. 59, page 730. * * *

Twelfth Piece : A certain piece of land situated in said town of Stratford, on the easterly side of the River Road, bounded and described as follows: Commencing at a point on the easterly side of the River Road, five hundred and seventy-six

and five-tenths (576.5) feet northerly of the northerly line of land belonging to Jefferson Clark and wife ; from thence extending south fifty-eight (58) degrees thirty (30) minutes east five hundred and eighty-three (583) feet to the land of Benjamin G. Ryder ; thence north twenty (20) degrees ten (10) minutes east three hundred (300) feet to an angle in the fence on the southerly side of Ryder's Lane, so-called ; thence following the southerly line of Ryder's Lane northerly and westerly to the River Road ; thence southerly by the easterly line of the River Road to the place of beginning ; containing about five and twenty one-hundredths (5.20) acres ; bounded northerly by Ryder's Lane, easterly by land of Benjamin G. Ryder, southerly by land of Anson H. Blakeman, westerly by the highway ; being the same property conveyed to The Shelton Street Railway Company by Andrew Radel, by deed dated June 25th, 1900, and recorded in Stratford Land Records, vol. 63, page 142. * * *

Thirteenth Piece : A certain piece of land situated in said town of Stratford, to wit, a strip of land thirty (30) feet in width, bounded southerly by highway, northerly by land now or formerly owned by Joseph L. Curtis. * * *

Fourteenth Piece : A certain piece of land situated in said town of Stratford, to wit, a strip of land thirty (30) feet in width, bounded northerly by land of Sophie E. Booth, southerly by land of David B. Booth. * * *

Reserving the right of passway to Henry Tarrant, his heirs and assigns, to cross and recross said *thirteenth* and *fourteenth pieces* above described ; also to open and construct streets or highways across said strips of land ; also to construct sewers across the same.

Said *thirteenth* and *fourteenth pieces* above described being the same tracts of land conveyed to The Shelton Street Railway Company by Henry Tarrant, by deed dated August 9th, 1900, and recorded in Stratford Land Records, vol. , page . * * *

Fifteenth Piece : A certain strip of land situated in said town of Stratford, lying between the River Road and the Housatonic River, bounded and described as follows : Beginning at

land formerly owned by N. Booth estate ; thence northerly along the centre line of the westerly track of the Shelton Street Railway Company as now laid, a distance of five hundred and sixty-nine (569) feet, to land formerly owned by Charles Johnson, the westerly line being twenty-five (25) feet from and parallel with said centre line of track, and the easterly line for the first four hundred (400) feet from the southerly boundary being twenty-five (25) feet from said centre line of track, and the balance of the way to the northern boundary being fifty-five (55) feet from said centre line ; bounded easterly and westerly by land of Walter L. and Margaret D. Kellogg ; said land being conveyed subject to the restriction that no dwelling or other building shall be erected on said premises ; reserving to said Walter L. and Margaret D. Kellogg, their heirs and assigns, the right to cross and recross said strip of land ; also reserving the right to pass by side of track under bridge or culvert at the northern line along base of embankment at the river's edge ; being the same land conveyed to The Shelton Street Railway Company by Walter L. and Margaret D. Kellogg, by deed dated October 4th, 1900, and recorded in Stratford Land Records, vol. 60, page 468. * * *

Sixteenth Piece : A certain piece of land situated in said town of Stratford, bounded and described as follows : Commencing at a stone bound near the bank of the Far Mill River with a hole drilled in it, it being about twenty-one (21) feet northerly from a large oak tree, and is located as follows, viz. : Beginning at the easterly corner of the southerly abutment of the railroad bridge over Far Mill River ; thence by an angle of eleven (11) degrees nineteen (19) minutes to the left with the face of said abutment, and bearing south forty-nine (49) degrees forty (40) minutes east, a distance of two hundred and eighteen and seven-tenths (218.7) feet ; thence by an angle to the left of thirty-one (31) degrees ten (10) minutes one hundred and thirty-eight and nine-tenths (138.9) feet ; thence from said stone bound south forty-one (41) degrees thirty-three (33) minutes east eighty-nine (89) feet ; thence four (4) degrees thirty-six (36) minutes left one hundred and nineteen and six-tenths (119.6) feet ; thence twenty-

two (22) degrees twelve (12) minutes right ninety-eight and three-tenths (98.3) feet; thence twenty-two (22) degrees twenty (20) minutes right sixty and six-tenths (60.6) feet; thence six (6) degrees twenty-three (23) minutes right one hundred and nineteen and five-tenths (119.5)³ feet; thence four (4) degrees nine (9) minutes left two hundred and three and one-tenth (203.1) feet; thence eighteen (18) degrees fifteen (15) minutes right two hundred and fifty-five and three tenths (255.3) feet; thence eight (8) degrees fourteen (14) minutes right one hundred and twenty and two-tenths (120.2) feet; thence seven (7) degrees ten (10) minutes right one hundred and sixty-nine (169) feet; thence twenty-two (22) degrees forty-one (41) minutes left one hundred and twenty-six and five-tenths (126.5) feet; thence fifteen (15) degrees five (5) minutes right one hundred and fifty-three and nine-tenths (153.9) feet; thence twenty (20) degrees thirty-seven (37) minutes right one hundred and twenty-two and nine-tenths (122.9) feet; thence five (5) degrees five (5) minutes left ninety-nine and four-tenths (99.4) feet; thence five (5) degrees fifty-one (51) minutes left seventy-one and seven-tenths (71.7) feet; thence five (5) degrees twenty (20) minutes right seventy-four and nine-tenths (74.9) feet; thence thirty-one (31) degrees twelve (12) minutes left one hundred and six and two-tenths (106.2) feet to the top of the wooded bluff; thence three (3) degrees thirty-eight (38) minutes left seventy-eight and three-tenths (78.3) feet; thence thirteen (13) degrees thirty-two (32) minutes left forty-two and nine-tenths (42.9) feet; thence eighteen (18) degrees twenty-two (22) minutes left one hundred and twenty and two-tenths (120.2) feet; thence eight (8) degrees fifty-nine (59) minutes left one hundred and fifteen and four-tenths (115.4) feet; thence thirty-seven (37) degrees fifty-eight (58) minutes right one hundred and fifty-six and three-tenths (156.3) feet; thence forty-one (41) degrees twelve (12) minutes left ninety-seven and six-tenths (97.6) feet to land of Frank E. Blakeman; thence northeasterly along the line of land of said Blakeman across the creek; thence westerly along the creek to the land now or formerly belonging to Stephen T. Palmer and Ard Blakeman; thence westerly and northerly

along land of said Palmer and Blakeman to the Far Mill River; thence following said river to opposite aforesaid stone bound and to the intersection of a line running from said bound north seven (7) degrees forty-two (42) minutes west; thence south seven (7) degrees forty-two (42) minutes east along said line to said bound and point of starting. Containing forty (40) acres, be the same more or less, subject to an agreement between George H. Tomlinson and The Shelton Street Railway Company that the said The Shelton Street Railway Company shall erect and maintain a fence built of Page wire fifty-eight (58) inches high along the following portion of the land last above described and the land of the said George H. Tomlinson: Commencing at Frank E. Blakeman's land; thence northerly along the bluff a distance of about seven hundred and fifty (750) feet across the brook to an elm tree; and the further agreement that if the said The Shelton Street Railway Company, its successors or assigns, shall construct an embankment on said premises in such manner as to prevent the water at high tide from flowing upon the adjoining land of said George H. Tomlinson, then at two places in said embankment openings shall be left to admit the water to said adjoining land; being the same premises conveyed to The Shelton Street Railway Company by George H. Tomlinson by deed dated November 7th, 1900, and recorded in Stratford Land Records, vol. 60, page 471. * * *

Seventeenth Piece: A certain piece of land situated in said town of Stratford, known as Wells Meadow, containing about two and one-half ($2\frac{1}{2}$) acres, bounded northerly and easterly by land of J. Henry Blakeman, southerly by land of F. E. Blakeman, westerly by the creek. * * *

Eighteenth Piece: A certain piece of land situated in said town of Stratford, bounded northerly by cove and entrance to Far Mill River, easterly by Housatonic River, southerly by land of J. Henry Blakeman, westerly by cove and creek; containing about one and one-quarter ($1\frac{1}{4}$) acres. * * *

Nineteenth Piece: A certain piece of land situated in said town of Stratford, bounded northerly by the *eighteenth piece* above described, easterly by land of J. Henry Blakeman,

southerly by land of F. E. Blakeman, westerly by the *seventeenth piece* above described and cove; being a strip of land fifty (50) feet in width and running from the land of F. E. Blakeman northerly to the *eighteenth piece* above described, and having the lower edge of the bank for its western boundary. * * *

Reserving to J. Henry Blakeman the right and privilege for watering cattle at some convenient point across the three last described pieces. * * *

The *seventeenth*, *eighteenth*, and *nineteenth pieces* above described being the same premises conveyed to The Shelton Street Railway Company by J. Henry Blakeman, by deed dated November 13th, 1900, and recorded in Stratford Land Records, vol. 63, page 190. * * *

Twentieth Piece : That certain tract of land situated in said town of Stratford, bounded northerly by land of J. H. Blakeman, easterly and southerly by land of Frank E. Blakeman, westerly by land of The Shelton Street Railway Company; said tract known as Wells Meadow. * * *

Twenty-first Piece : That certain tract of land situated in said town of Stratford, bounded northerly by the *twentieth piece* above described and land of J. H. Blakeman, easterly and southerly by land of Frank E. Blakeman, westerly by the *twentieth piece* above described and land of The Shelton Street Railway Company; said strip of land being fifty (50) feet wide, surface measure, commencing at the lower edge of the bank and in length extending from land of J. H. Blakeman southerly and westerly to land of The Shelton Street Railway Company. * * *

Reserving the right to Frank E. Blakeman to cross said two last above-described pieces of land for the purpose of watering cattle at some convenient place. * * *

The *twentieth* and *twenty-first* pieces above described being the same premises conveyed to The Shelton Street Railway Company by Frank E. Blakeman, by deed dated November 17th, 1900, and recorded in Stratford Land Records, vol. 63, page 189. * * *

Twenty-second Piece : A certain piece of land situated in

said town of Stratford, in the Far Mill River Cove, so-called, bounded as follows: Westerly by land of George Tomlinson, northerly by Far Mill River Creek, easterly and southerly by the small creek adjoining said land; containing ten (10) acres, more or less; being the same premises conveyed to The Shelton Street Railway Company by deed of Stephen T. Palmer, dated November 16th, 1900, and recorded in Stratford Land Records, vol. 63, page 191; and by deed of Ard Blakeman and Joseph Tomlinson, executors of the estate of Ezra C. Blakeman, dated December 10th, 1900, and recorded in Stratford Land Records, vol. 60, page 483. * * *

Twenty-third Piece: A certain tract of land, with the buildings thereon standing, situated in said town of Huntington, bounded and described as follows, to wit: Northerly by land of Stephen T. Palmer, easterly by Housatonic River, southerly by Far Mill River extending to the Housatonic River, westerly by the highway. Containing sixty (60) acres, more or less. Subject to a reservation as described in a deed from Henry J. Roberts to Charles J. Wakely, dated May 31st, 1892, and recorded in Huntington Land Records, vol. 27, page 378, the reservation reading as follows:—

“The Grantor reserving the right of way from said highway to said Housatonic River, and if the Grantee should shift the present travelled right of way, he is to locate it in as good a place and location as now; also reserving to myself, the Grantor, about one acre of land situated at the northeast corner of said tract and bordering on the said Housatonic River, the aforesaid right of way to extend thereto; all gates on said right of way or that may be erected thereon to be kept closed by Grantor except when passing through them; also reserving the right for fishing along the banks of said Housatonic River.”

Twenty-fourth Piece: A certain tract of land with the buildings thereon standing, comprising the balance of the Wakeley Farm, so called, located in said Huntington, bounded and described as follows: Northerly by land formerly of John F. Ritchie, now of Fannie M. Gunn, in part, and in part by land of John Wilkinson; easterly by the highway; southerly by

the land of Curtis T. Booz, in part, and in part by Far Mill River; westerly by Far Mill River; containing two hundred and forty (240) acres, more or less.

The *twenty-third* and *twenty-fourth pieces* above described being the same premises conveyed to The Shelton Street Railway Company by Allan W. Paige, by deed dated December 22d, 1900, and recorded in Huntington Land Records, vol.

, page . * * *

Also the right to use a certain piece of land situated in said town of Huntington, bounded and described as follows: Northerly by land of one Smith, easterly by land of Gideon M. Wakeley, southerly by the lane leading to Mrs. Petremont's house on the river bank, westerly by the highway known as the River Road; said strip of land being fifteen feet wide and extending northerly from Mrs. Petremont's lane to the lands of said Smith, a distance of thirteen hundred and sixty-six (1366) feet; reserving the right to Gideon M. Wakeley, his heirs and assigns, to cross and recross said land for entrance to and egress from said Wakeley's land; being the same right conveyed to The Shelton Street Railway Company by deed of Gideon M. Wakeley, dated July 26th, 1899, and recorded in Huntington Land Records, vol. 29, page 595. * * *

Also the right to use a certain strip of land situated in said town of Huntington, as more particularly set forth and described in a deed from Theodore E. Beard, trustee under the will of Seth Hurd, to the town of Huntington, dated February 11th, 1899, and recorded in Huntington Land Records, vol. 29, page 548. * * *

Also the right to use a certain tract of land situated in said town of Huntington, as more particularly set forth and described in a deed from Gideon M. Wakeley to The Shelton Street Railway Company, subject to right of the town of Huntington to use the same for highway purposes, dated February 6th, 1899, and recorded in Huntington Land Records, vol. 29, page 547. * * *

Also the right to flow a certain tract of land situated in said town of Stratford, as more particularly set forth and de-

scribed in a certain deed and agreement of George H. Tomlinson, dated November 7th, 1900, and recorded in Stratford Land Records, vol. 60, page 476. * * *

Being the same premises conveyed by The Shelton Street Railway Company to the Connecticut Lighting and Power Company by deed dated December 29th, 1900, and recorded in Stratford Land Records, vol. , page , and in Huntington Land Records, vol. , p .

Also the following part of its property, to wit: All the real estate, buildings, plant, machinery, engines, dynamos and electrical apparatus, poles, lines, wires and pipes, lines of railway and cars, together with all and singular the privileges easements, and appurtenances thereto belonging, and all the property, real, personal, and mixed, of whatsoever description and wheresover situated, formerly belonging to The Westport and Saugatuck Street Railway Company, including all the rights, privileges, and franchises of said The Westport and Saugatuck Street Railway Company and purchased from it by the Connecticut Company under its former name of Connecticut Lighting and Power Company, intending hereby to embrace herein all such estate, rights, privileges, franchises, &c., so purchased, together with all those which may be hereafter acquired by the Connecticut Company, pertaining to the property purchased from The Westport and Saugatuck Street Railway Company.

The real estate hereby conveyed is described as follows:—

A certain piece of land situated in said Westport, bounded and described as follows: Commencing at a point on the highway forty (40) feet southerly from the south line of the building now or formerly occupied by O. I. Jones as a tin and stove store; thence westerly forty-five (45) feet to the land of Henry Sherwood, said north line being parallel to the south line of said tin and stove store; thence southerly along the line of Henry Sherwood's property to the land of Solomon G. Taylor one hundred and thirteen (113) feet; thence easterly along the line of said S. G. Taylor's property to the highway seventy-one (71) feet; thence along said highway to the point of beginning one hundred and seventeen (117) feet, being the same property conveyed to The Westport and Saugatuck

Horse Railroad Company by Charles Wakeman, by deed dated June 9th, 1876, and recorded in Westport Land Records, vol. 12, page 645, the name of said company having been subsequently changed by an Act of the General Assembly to that of The Westport and Saugatuck Street Railway Company. * * *

Being the same premises conveyed to the Connecticut Lighting and Power Company by The Westport and Saugatuck Street Railway Company by deed dated December 29th, 1900, and recorded in Westport Land Records, vol. , page

Also the following part of its property, to wit: All the real estate, buildings, plant, machinery, engines, dynamos and electrical apparatus, poles, lines, wires and pipes, lines of railway and cars, together with all and singular the privileges, easements and appurtenances thereto belonging, and all the property, real, personal, and mixed, of whatsoever description and wheresoever situated, formerly belonging to The Norwalk Tramway Company, including all the rights, privileges, and franchises of said The Norwalk Tramway Company and purchased from it by the Connecticut Company under its former name of Connecticut Lighting and Power Company; intending hereby to embrace herein all such estate, rights, privileges, franchises, &c., so purchased, together with all those which may be hereafter acquired by the Connecticut Company, pertaining to the property purchased from The Norwalk Tramway Company.

The real estate hereby conveyed is described as follows:—

First Piece: A certain piece of land situated at South Norwalk, in said town of Norwalk, containing three (3) acres, more or less, bounded northerly in part by the land next hereinafter described and in part by land of parties unknown, easterly by land now or formerly of William Mills, southerly in part by land of parties unknown and in part by the land next hereinafter described, westerly by the land next hereinafter described. * * *

Second Piece: A certain piece of land situated at South Norwalk, in said town of Norwalk, bounded and described as follows, to wit: Beginning at a point on the highway known

as Meadow Street, where the southerly line of said highway intersects the easterly line of the Danbury and Norwalk Railroad Company; thence running in a northeasterly direction along the southerly side of said highway four hundred and twenty-nine (429) feet, more or less, to land of Gould A. Seymour and Harriet A. Seymour; thence running in a southeasterly direction along said Seymour's land four hundred and nine and four-tenths (409.4) feet, more or less (the boundary line being almost its entire length a ditch), to the intersection of said ditch with a creek known as Village Creek; thence running along said Village Creek in a southwesterly direction two hundred and twelve (212) feet, more or less, to land formerly of Benjamin E. Allen, being the land first herein described; thence running in a northwesterly direction along said land formerly of Allen as far as the same extends; thence running in a southwesterly direction along said land formerly of Allen as far as the same extends; thence running in a southeasterly direction along said land formerly of Allen to said Village Creek; thence running along said creek in a southwesterly direction to land formerly of Helen E. Comstock, being the next piece of land hereinafter described; thence running in a northwesterly direction along said land formerly of Comstock as far as the same extends in a straight line; thence continuing along said line to the point where said line if extended would intersect the easterly line of the land of said Danbury and Norwalk Railroad Company; thence running along the land of said railroad company in a northerly direction to the point or place of beginning. * * *

Third Piece: A certain piece of land situated at South Norwalk, in said town of Norwalk, containing one-fifth ($\frac{1}{5}$) of an acre, more or less, being the land above described as formerly of Helen E. Comstock; bounded northerly by the tract of land last above described, easterly by said Village Creek, southerly by the land next hereinafter described, westerly by the land of said railroad company. * * *

Fourth Piece: A certain piece of land situated at South Norwalk, in said town of Norwalk; bounded northerly by the land last above described, easterly by said Village Creek,

southerly by land of Francis M. Jennings, westerly by the land of said railroad company; together with all rights of way appurtenant to said premises. * * *

All of the above-described pieces of land being the same property conveyed to said The Norwalk Tramway Company by Richard H. Golden, by deed dated January 4th, 1895, and recorded in Norwalk Land Records, vol. 91, page 786. * * *

Fifth Piece: A certain piece of land situated at South Norwalk, in said town of Norwalk, containing about one (1) acre; bounded northerly by land of The Norwalk Tramway Company, easterly by a creek, southerly by land of The Norwalk Tramway Company, westerly by land of the Danbury and Norwalk Railroad Company; being the same premises conveyed to said The Norwalk Tramway Company by Sarah E. Hubbell, by deed dated March 13th, 1895, and recorded in Norwalk Land Records, vol. 94, page 269. * * *

Sixth Piece: A certain piece of land situated at South Norwalk, in said town of Norwalk, bounded and described as follows, to wit: Commencing at a point on the easterly side of Woodward Avenue forty-three and six-twelfths ($43\frac{6}{12}$) feet south of the southwest corner of land of William B. Hubbell; thence running in an easterly direction two hundred and twenty-eight (228) feet to the westerly line of the proposed extension of Day Street; thence southerly one hundred (100) feet along the westerly side of said extension; thence westerly one hundred and seventy-five (175) feet, more or less, on a line parallel to the northerly boundary, to the land of Sarah E. Taylor; thence in a northwesterly direction along the land of said Sarah E. Taylor to a point seventy and three-twelfths ($70\frac{3}{12}$) feet east of said Woodward Avenue; thence in a westerly direction seventy and three-twelfths ($70\frac{3}{12}$) feet to said Woodward Avenue; thence in a northerly direction sixty-three and six-twelfths ($63\frac{6}{12}$) feet, along the easterly side of said Woodward Avenue, to point or place of beginning; bounded northerly by the land of Jessie E. Village, easterly by the proposed extension of Day Street, southerly in part by land of Thomas and Ursula Village and in part by land of Sarah E. Taylor, southwesterly by land of Sarah E. Taylor,

westerly by said Woodward Avenue, being the same premises conveyed to The Norwalk Tramway Company by Richard H. Golden, by deed dated May 27th, 1893, and recorded in Norwalk Land Records, vol. 90, page 421. * * *

Also the following described strips of land, all situated in said town of Norwalk, to wit:—

Seventh Piece: A narrow strip of land more particularly set forth and described in the deed of Alfred E. Austin to The Norwalk Tramway Company, dated August 31st, 1896, and recorded in Norwalk Land Records, vol. , page . * * *

Eighth Piece: A narrow strip of land more particularly set forth and described in the deed of Jeremiah T. Brooks to The Norwalk Tramway Company, dated December 23d, 1895, together with the map attached thereto, and recorded in Norwalk Land Records, vol. 95, page 327. * * *

Ninth Piece: A narrow piece of land more particularly set forth and described in the deed of Grace W. Cudlipp to The Norwalk Tramway Company, dated June 1st, 1896, and recorded in Norwalk Land Records, vol. 91, page 587. * * *

Also the following perpetual and exclusive easements and rights of way to construct, equip, and forever operate and maintain a tramway or electric road upon and over the following described pieces of property, to wit:—

First Piece: A narrow strip of land more particularly set forth and described in the deed of J. Sturges Randall to The Norwalk Tramway Company, dated November 17th, 1894, and recorded in Norwalk Land Records, vol. , page . * * *

Second Piece: A narrow strip of land more particularly set forth and described in the deed of Boardman Burchard and wife to The Norwalk Tramway Company, dated March 2d, 1894, and recorded in the Norwalk Land Records, vol. 91, page 545. * * *

Third Piece: A narrow strip of land more particularly set forth and described in the deed of Miner D. Randall to The Norwalk Tramway Company, dated November 17th, 1894, and recorded in Norwalk Land Records, vol. , page . * * *

Fourth Piece : A narrow strip of land more particularly set forth and described in the deed of Alvah B. Tuthill and wife and Jacob B. Raymond to The Norwalk Tramway Company, dated March 3d, 1894, and recorded in Norwalk Land Records, vol. 91, page 547. * * *

Fifth Piece : A narrow strip of land more particularly set forth and described in the deed of Jacob B. Raymond to the Norwalk Tramway Company, dated March 3d, 1894, and recorded in Norwalk Land Records, vol. 91, page 549. * * *

Sixth Piece : A narrow strip of land situated in the town of Darien, in said Fairfield County, more particularly set forth and described in the deed of Theodore W. Austin and wife to The Norwalk Tramway Company, dated April 24th, 1895, and recorded in Darien Land Records, vol. 13, pages 653 to 656.

Seventh Piece : A narrow strip of land situated in said town of Darien, more particularly set forth and described in the deed of Charles Raymond and wife to The Norwalk Tramway Company, dated April 20th, 1895, and recorded in Darien Land Records, vol. 13, pages 524 to 526. * * *

All but the first three of the above-described pieces of land are subject to the rights of passway of the respective Grantors, their heirs and assigns, to pass and repass to and from the public highway. * * *

Being the same premises conveyed to the Connecticut Lighting and Power Company by The Norwalk Tramway Company, by deed dated December 29th, 1900, and recorded in Norwalk Land Records, vol. , page , and in Darien Land Records, vol. , page .

Also the following part of its property, to wit: All the real estate, buildings, plant, machinery, engines, dynamos and electrical apparatus, poles, lines, wires and pipes, lines of railway and cars, together with all and singular the privileges, easements, and appurtenances thereto belonging, and all the property, real, personal, and mixed, of whatsoever description and wheresoever situated, formerly belonging to the Derby Street Railway Company, including all the rights, privileges, and franchises of said Derby Street Railway Company, and

purchased from it by the Connecticut Company under its former name of Connecticut Lighting and Power Company; intending hereby to embrace herein all such estate, rights, privileges, franchises, &c., so purchased, together with all those which may be hereafter acquired by the Connecticut Company, pertaining to the property purchased from the Derby Street Railway Company.

The real estate hereby conveyed is described as follows:—

First Piece: A certain piece of land situated in said Derby, bounded and described as follows: Situated on the easterly bank of the Housatonic River, bounded northerly by land of estate of H. S. Sawyer, easterly by a side road leading from Commerce Street, southerly by docks of William B. Bristol and others, westerly by said Housatonic River, being sixty-two (62) feet, more or less, in width, and two hundred (200) feet, more or less, in depth; subject to all rights of way and other rights of the New Haven and Derby Railroad Company and the Naugatuck Railroad Company; being the same premises conveyed to the Derby Horse Railway Company by H. Holton Wood by deed dated March 22d, 1888, and recorded in Derby Land Records, vol. 71, page 194, the name of said company having been subsequently changed by an Act of the General Assembly to that of the Derby Street Railway Company. * * *

Second Piece: A certain piece of land, with the buildings thereon standing, situated on the southerly side of Main or Second Street, in said Derby, bounded and described as follows, to wit: Commencing at a point on the southerly side of Main Street about two hundred (200) feet easterly from the southeast corner of Main and Factory Streets. Said point is at the intersection of three lines, the first drawn from the northeast corner of the brick underpinning of the store at the corner of said Main and Factory Streets now owned and occupied by F. Hallock & Co., and is one hundred and forty-eight and five-tenths (148.5) feet in length; the second line is drawn from the southwest corner of the granite water table of the building located at the northeast corner of said Main and Factory Streets, known as the Hoffman House, and is two hundred and nineteen and seven-tenths (219.7) feet

in length; the third is drawn from the southeast corner of the granite water table of the aforesaid Hoffman House, and is one hundred and eighty-two and three-tenths feet in length. Said point is now indicated by a granite monument with a groove cut across the top surface of said monument, the exact location of said point being where said groove intersects the southerly side of said monument. From a point thus located said line runs southerly, making an angle upon the southeast of sixty-two (62) degrees fifty-five (55) minutes with the prolongation southeasterly of the line drawn to the southwest corner of the granite water table of said Hoffman House, and passes through a hole drilled in a stone monument set two hundred and fifty (250) feet southerly from the one first described. Said line extends southerly to land of New Haven and Derby Railroad Company, formerly of heirs of Henry Atwater, deceased; thence from the point where said westerly line intersects the line of said railroad company easterly, northeasterly, and northerly along the line of land of said railroad company, the same being the northerly and westerly line of land formerly owned by said heirs of Henry Atwater, to land now or formerly of estate of Mary Dowling; thence westerly along the southerly line of land of said Dowling Estate to the southwesterly corner of said Dowling land; thence northerly along the westerly line of said Dowling land to Main Street; thence westerly along the southerly side of Main Street one hundred and seventy-five (175) feet or more to point of departure; bounded northerly by land of said Dowling Estate and Main Street, easterly by said Dowling land and land of said railroad company; southerly by land of said railroad company, westerly by land formerly of John Fagan; being the same premises conveyed to the Derby Street Railway Company by H. Holton Wood, by deed dated May 15th, 1893, and recorded in Derby Land Records, vol. 76, pages 239 to 241; subject to the conditions and exceptions therein contained. * * *

Third Piece: A certain piece of land situated in said Derby, bounded and described as follows, to wit: Beginning at a point on the easterly side of Housatonic Avenue fifty (50) feet

northerly of the northeasterly corner of Housatonic Avenue and E Street as said E Street is platted and laid out upon the map of Lakeview, Derby, Connecticut, in possession of The Ousatonic Water Company, and to which map reference may be had for a more particular description, thence from said point easterly in a line parallel with and fifty (50) feet distant from the northerly line of said E Street two hundred (200) feet to Park Avenue as said Park Avenue is platted and laid out upon said map; thence northerly along the westerly side of said Park Avenue about one hundred (100) feet; thence westerly in a line parallel with and one hundred and fifty (150) feet north-erly from said northerly side of said E Street two hundred (200) feet to the easterly line of said Housatonic Avenue; thence southerly along the easterly line of said Housatonic Avenue one hundred (100) feet to point of departure; said lot being one hundred (100) feet front on Housatonic Avenue, and extending from said Housatonic Avenue to said Park Avenue, and being lots Nos. two (2), three (3), eighteen (18) and nineteen (19), block six (6) upon said map. * * *

Fourth Piece : A certain piece of land situated in said Derby, bounded and described as follows, to wit: Beginning at the southeasterly corner of Housatonic Avenue and F Street as said F Street is platted and laid out upon said map of Lake-view; thence from said point southerly along the easterly side of said Housatonic Avenue one hundred (100) feet; thence easterly in a line parallel with and one hundred (100) feet distant from the southerly side of F Street one hundred (100) feet, thence northerly in a line parallel with and one hundred (100) feet distant from said easterly side of Housatonic Avenue one hundred (100) feet to F Street; thence westerly along the southerly side of said F Street one hundred (100) feet to point of departure; said lot being one hundred (100) feet front on Housatonic Avenue by one hundred (100) feet deep, and being lots Nos. nine (9) and ten (10), block six (6) upon said map. * * *

Said *third* and *fourth pieces* above described being the same premises conveyed to the Derby Street Railway Company by the Ousatonic Water Company by deed dated De-

cember 20th, 1897, and recorded in Derby Land Records, vol. 79, pages 198 to 201 ; subject to the conditions therein contained prohibiting the sale of intoxicating liquors therein prior to the first day of July, 1905. * * *

Together with all rights, privileges, and interest which the Derby Street Railway Company has in and to a lease of three several tracts of land situated in said Derby, for a term of ten (10) years from the first day of April, 1895, together with an option for the purchase of said property upon the terms provided in said lease, which said lease is dated April 1st, 1895, and recorded in Derby Land Records, vol. , page . * * *

Being the same premises conveyed to the Connecticut Lighting and Power Company by the Derby Street Railway Company, by deed dated December 29th, 1900, and recorded in Derby Land Records, vol. , page .

Also the following part of its property, to wit: All the real estate, buildings, plant, machinery, engines, and electrical apparatus, poles, lines, wires, and pipes, lines of railway and cars, together with all and singular the privileges, easements, and appurtenances thereto belonging, and all the property, real, personal, and mixed, of whatsoever description and wheresoever situated, formerly belonging to the Milford Street Railway Company, including all the rights, privileges, and franchises of said Milford Street Railway Company and purchased from it by the Connecticut Company under its former name of Connecticut Lighting and Power Company ; intending hereby to embrace herein all such estate, rights, privileges, franchises, &c., so purchased, together with all those which may be hereafter acquired by the Connecticut Company, pertaining to the property purchased from the Milford Street Railway Company.

The real estate hereby conveyed consists of the following described pieces of property, all situated in the town of Milford, to wit:—

First Piece : A certain piece of land situated at Meadows End, so-called, being lot No. eighteen (18), "Nettleton's Plat," bounded southeasterly by lot owned by the estate of A. B. Judd one hundred (100) feet, southwesterly by street called Stratford Avenue fifty (50) feet, northwesterly by land of

estate of A. B. Judd, easterly by land of Clark W. Stowe ; being the same premises conveyed to the Milford Street Railway Company by Mary J. Judd and Ardon L. Judd, by deed dated October 5th, 1897, and recorded in Milford Land Records, vol. 59, page 39. * * *

Second Piece: Situated at Great Meadows, so-called, bounded easterly by land owned by Elliott A. Botsford, northerly by Great Creek, westerly by land of E. Stiles Smith southerly by Long Island Sound ; containing two and one-half ($2\frac{1}{2}$) acres, more or less ; excepting therefrom a narrow strip of land across said tract, heretofore conveyed by John Bowen to the Milford Street Railway Company, by deed recorded in Milford Land Records, vol. 59, page 40 ; being the same premises conveyed to the Milford Street Railway Company by Andrew Radel, by deed dated July 9th, 1900, and recorded in Milford Land Records, vol. 59, page 433. * * *

Third Piece: A narrow strip of land more particularly set forth and described in the deed of Charles E. Dufour to the Milford Street Railway Company, dated March 14th, 1898, and recorded in Milford Land Records, vol 59, page 77. * * *

Fourth Piece: A narrow strip of land more particularly set forth and described in the deed of Charles H. Stowe to the Milford Street Railway Company, dated July 16th, 1897, and recorded in Milford Land Records, vol. 59, page 2. * * *

Fifth Piece: A narrow strip of land more particularly set forth and described in the deed of Merritt B. Clark to the Milford Street Railway Company, dated July 19th, 1897, and recorded in Milford Land Records, vol. 59, page 3. * * *

Sixth Piece: A narrow strip of land more particularly set forth and described in the deed of Curtis and Theodore Thompson to the Milford Street Railway Company, dated August 24th, 1897, and recorded in Milford Land Records, vol. 59, page 4. * * *

Seventh Piece: A narrow strip of land more particularly set forth and described in the deed of Merritt B. Clark to the Milford Street Railway Company, dated August 11th, 1897, and recorded in Milford Land Records, vol. 59, page 5. * * *

Eighth Piece: A narrow strip of land more particularly set forth and described in the deed of Edward L. Clark, Jr., administrator of the estate of Leverett B. Treat, to the Milford Street Railway Company, dated August 17th, 1897, and recorded in Milford Land Records, vol. 55, pages 526-528. * * *

Ninth Piece: A narrow strip of land more particularly set forth and described in the deed of George M. Gunn to the Milford Street Railway Company, dated August 2d, 1897, and recorded in Milford Land Records, vol. 56, page 189. * * *

Tenth Piece: A narrow strip of land more particularly set forth and described in the deed of Nathan Gunn to the Milford Street Railway Company, dated August 11th, 1897, and recorded in Milford Land Records, vol. 59, page 6. * * *

Eleventh Piece: A narrow strip of land more particularly set forth and described in the deed of Charles A. Smith to the Milford Street Railway Company, dated August 20th, 1897, and recorded in Milford Land Records, vol. 59, page 7. * * *

Twelfth Piece: A narrow strip of land more particularly set forth and described in the deed of Frank H. Ford and wife to the Milford Street Railway Company, dated August 13th, 1897, and recorded in Milford Land Records, vol. 59, page 8. * * *

Thirteenth Piece: A narrow strip of land more particularly set forth and described in the deed of Elliott A. Botsford to the Milford Street Railway Company, dated July 19th, 1897, and recorded in Milford Land Records, vol. 59, page 9. * * *

Fourteenth Piece: A narrow strip of land more particularly set forth and described in the deed of Elijah S. Smith to the Milford Street Railway Company, dated August 17th, 1897, and recorded in Milford Land Records, vol. 59, page 10. * * *

Fifteenth Piece: A narrow strip of land more particularly set forth and described in the deed of Serena B. Baldwin, guardian, to the Milford Street Railway Company, dated August 19th, 1897, and recorded in Milford Land Records, vol. 55, pages 516 and 517, and also in the deed from Serena

B. Baldwin, dated August 19th, 1897, and recorded in Milford Land Records, vol. 56, page 183. * * *

Sixteenth Piece : A narrow strip of land more particularly set forth and described in the deed of George F. Platt and N. Dwight Platt to the Milford Street Railway Company, dated July 24th, 1897, and recorded in Milford Land Records, vol. 59, page 12. * * *

Seventeenth Piece : A narrow strip of land more particularly set forth and described in the deed of Curtis Thompson and others to the Milford Street Railway Company, dated September 3d, 1897, and recorded in Milford Land Records, vol. 59, page 13. * * *

Eighteenth Piece : A narrow strip of land more particularly set forth and described in the deed of Bennett Woodin and Edson Bristol to the Milford Street Railway Company, dated July 23d, 1897, and recorded in Milford Land Records, vol. 59, page 14. * * *

Nineteenth Piece : A narrow strip of land more particularly set forth and described in the deed of A. Clark Platt and Herbert A. Smith to the Milford Street Railway Company, dated July 19th, 1897, and recorded in Milford Land Records, vol. 59, page 15. * * *

Twentieth Piece : A narrow strip of land more particularly set forth and described in the deed of Samuel A. Nettleton to the Milford Street Railway Company, dated July 15th, 1897, and recorded in Milford Land Records, vol. 59, page 16. * * *

Twenty-first Piece : A narrow strip of land more particularly set forth and described in the deed of James P. Clark to the Milford Street Railway Company, dated September 8th, 1897, and recorded in Milford Land Records, vol. 59, page 17. * * *

Twenty-second Piece : A narrow strip of land more particularly set forth and described in the deed of Caroline E. Whitcomb Baldwin to the Milford Street Railway Company, dated July 20th, 1897, and recorded in Milford Land Records, vol. 59, page 18. * * *

Twenty-third Piece : A narrow strip of land more particu-

larly set forth and described in the deed of Hezekiah Clark to the Milford Street Railway Company, dated July 20th, 1897, and recorded in Milford Land Records, vol. 59, page 19. * * *

Twenty-fourth Piece : A narrow strip of land more particularly set forth and described in the deed of Sarah F. Peck and others to the Milford Street Railway Company, dated August 31st, 1897, and recorded in Milford Land Records, vol. 59, page 20. * * *

Twenty-fifth Piece : A narrow strip of land more particularly set forth and described in the deed of Caleb Smith to the Milford Street Railway Company, dated July 22d, 1897, and Recorded in Milford Land Records, vol. 59, page 21. * * *

Twenty-sixth Piece : A narrow strip of land more particularly set forth and described in the deed of Isaac W. Goldsmith to the Milford Street Railway Company, dated July 29th, 1897, and recorded in Milford Land Records, vol. 59, page 22. * * *

Twenty-seventh Piece : A narrow strip of land more particularly set forth and described in the deed of Henry M. Clark to the Milford Street Railway Company, dated August 9th, 1897, and recorded in Milford Land Records, vol. 59, page 23. * * *

Twenty-eighth Piece : A narrow strip of land more particularly set forth and described in the deed of Edgar H. Smith and Georgiana Smith to the Milford Street Railway Company, dated August 20th, 1897, and recorded in Milford Land Records, vol. 56, page 184. * * *

Twenty-ninth Piece : A narrow strip of land more particularly set forth and described in the deed of Lydia A. Smith and G. F. Smith to the Milford Street Railway Company, dated August 7th, 1897, and recorded in Milford Land Records, vol. 56, page 188, and also in the deed of Mrs. G. H. Smith to the Milford Street Railway Company, dated August 19th, 1897, and recorded in Milford Land Records, vol. 56, page 179, and also in the deed from Herman E. Smith and others to the Milford Street Railway Company,

dated August 3d, 1897, and recorded in Milford Land Records, vol. 56, page 186. * * *

Thirtieth Piece: A narrow strip of land more particularly set forth and described in the deed of Merritt B. Clark to the Milford Street Railway Company, dated July 19th, 1897, and recorded in Milford Land Records, vol. 59, page 24. * * *

Thirty-first Piece: A narrow strip of land more particularly set forth and described in the deed of George N. Pritchard to the Milford Street Railway Company, dated July 30th, 1897, and recorded in Milford Land Records, vol. 59, page 25. * * *

Thirty-second Piece: A narrow strip of land more particularly set forth and described in the deed of Joseph B. Ford and others to the Milford Street Railway Company, dated August 6th, 1898, and recorded in Milford Land Records, vol. 59, page 26. * * *

Thirty-third Piece: A narrow strip of land more particularly set forth and described in the deed of Seymour R. Beard and others to the Milford Street Railway Company, dated August 16th, 1897, and recorded in Milford Land Records, vol. 55, pages 529 to 531. * * *

Thirty-fourth Piece: A narrow strip of land more particularly set forth and described in the deed of Seymour R. Beard and others to the Milford Street Railway Company, dated August 16th, 1897, and recorded in Milford Land Records, vol. 55, pages 531 to 532. * * *

Thirty-fifth Piece: A narrow strip of land more particularly set forth and described in the deed of Mrs. Dennis A. Smith and others to the Milford Street Railway Company, dated July 21st, 1897, and recorded in Milford Land Records, vol. 59, page 27, and also in the deed of Joseph R. Clark, guardian, to the Milford Street Railway Company, dated August 6th, 1897, and recorded in Milford Land Records, vol. 55, pages 520 and 521. * * *

Thirty-sixth Piece: A narrow strip of land more particularly set forth and described in the deed of Sereno B. Smith to the Milford Street Railway Company, dated July 9th, 1897, and recorded in Milford Land Records, vol. 59, page 28. * * *

Thirty-seventh Piece : A narrow strip of land more particularly set forth and described in the deed of Nathan S. Baldwin to the Milford Street Railway Company, dated August 3d, 1897, and recorded in Milford Land Records, vol. 59, page 29. * * *

Thirty-eighth Piece : A narrow strip of land more particularly set forth and described in the deed of Edwin E. Dyer to the Milford Street Railway Company, dated July 22d, 1897, and recorded in Milford Land Records, vol. 59, page 30. * * *

Thirty-ninth Piece : A narrow strip of land more particularly set forth and described in the deed of William A. Beard to the Milford Street Railway Company, dated July 15th, 1897, and recorded in Milford Land Records, vol. 59, page 31. * * *

Fortieth Piece : A narrow strip of land more particularly set forth and described in the deed of Joseph B. Ford and others to the Milford Street Railway Company, dated August 6th, 1897, and recorded in Milford Land Records, vol. 59, page 32. * * *

Forty-first Piece : A narrow strip of land more particularly set forth and described in the deed of Sarah C. Smith to the Milford Street Railway Company, dated July 20th 1897, and recorded in Milford Land Records, vol. 59, page 33. * * *

Forty-second Piece : A narrow strip of land more particularly set forth and described in the deed of Eli V. Rich to the Milford Street Railway Company, dated October 9th, 1897, and recorded in Milford Land Records, vol. 59, page 34. * * *

Forty-third Piece : A narrow strip of land more particularly set forth and described in the deed of Charles H. Stowe to the Milford Street Railway Company, dated October 2d, 1897, and recorded in Milford Land Records, vol. 59, page 36. * * *

Forty-fourth Piece : A narrow strip of land more particularly set forth and described in the deed of Charles W. Beardsley to the Milford Street Railway Company, dated October 4th, 1897, and recorded in Milford Land Records, vol. 56, page 190. * * *

Forty-fifth Piece: A narrow strip of land more particularly set forth and described in the deed of Clark W. and Charles H. Stowe to the Milford Street Railway Company, dated October 2d, 1897, and recorded in Milford Land Records, vol. 59, page 36. * * *

Forty-sixth Piece: A narrow strip of land more particularly set forth and described in the deed of Charles H. Stowe, guardian, to the Milford Street Railway Company, dated October 2d, 1897, and recorded in Milford Land Records, vol. 55, pages 514 and 515, also in the deed from Urban C. Stowe, dated October 2d, 1897, to the Milford Street Railway Company, recorded in Milford Land Records, vol. 56, page 180, and also in the deed from Anna C. Stowe and others, dated October 2d, 1897, to the Milford Street Railway Company, recorded in Milford Land Records, vol. 59, page 37. * * *

Forty-seventh Piece: A narrow strip of land more particularly set forth and described in the deed of Nelson L. and Fred P. Stowe to the Milford Street Railway Company, dated September 28th, 1897, and recorded in Milford Land Records, vol. 54, page 558. * * *

Forty-eighth Piece: A narrow strip of land more particularly set forth and described in the deed of Clark W. Stowe to the Milford Street Railway Company, dated October 2d, 1897, and recorded in Milford Land Records, vol. 59, page 38. * * *

Forty-ninth Piece: A narrow strip of land more particularly set forth and described in the deed of Jane Tinkham and Enoch L. Tinkham to the Milford Street Railway Company, dated September 29th, 1897, and recorded in Milford Land Records, vol. 55, pages 518 and 519. * * *

Fiftieth Piece: A narrow strip of land more particularly set forth and described in the deed of W. E. Kay to the Milford Street Railway Company, dated April 14th, 1898, and recorded in Milford Land Records, vol. 59, page 93. * * *

Fifty-first Piece: A narrow strip of land more particularly set forth and described in the deed of Julius H. and Junius N. Benham to the Milford Street Railway Company, dated July 2d, 1897, and recorded in Milford Land Records, vol. 55, pages 434 to 436. * * *

Fifty-second Piece : A narrow strip of land more particularly set forth and described in the deed of Edgar H. and Georgiana Smith to the Milford Street Railway Company, dated July 2d, 1897, and recorded in Milford Land Records, vol. 55, pages 443 and 444. * * *

Fifth-third Piece : A narrow strip of land more particularly set forth and described in the deed of Clark W. Stowe to the Milford Street Railway Company, dated July 9th, 1897, and recorded in Milford Land Records, vol. 54, page 534. * * *

Fifty-fourth Piece : A narrow strip of land more particularly set forth and described in the deed of Theodore Thompson to the Milford Street Railway Company, dated July 13th, 1897, and recorded in Milford Land Records, vol. 54, page 536. * * *

Fifty-fifth Piece : A narrow strip of land more particularly set forth and described in the deed of John Bowen to the Milford Street Railway Company, dated November 5th, 1897, and recorded in Milford Land Records, vol. 59, page 40. * * *

Fifty-sixth Piece : A narrow strip of land more particularly set forth and described in the deed of the town of Milford to the Milford Street Railway Company, dated July 12th, 1897, and recorded in Milford Land Records, vol. 56, page 187. * * *

Fifty-seventh Piece : A narrow strip of land more particularly set forth and described in the deed of James L. Miles to the Milford Street Railway Company, dated July 15th, 1897, and recorded in Milford Land Records, vol. 54, page 532. * * *

Fifty-eighth Piece : A narrow strip of land more particularly set forth and described in the deed of James L. Miles to the Milford Street Railway Company, dated July 13th, 1897, and recorded in Milford Land Records, vol. 54, page 533. * * *

Fifty-ninth Piece : A narrow strip of land more particularly set forth and described in the deed of Edgar H. and Georgiana Smith to the Milford Street Railway Company, dated August 20th, 1897, and recorded in Milford Land Records, vol. 59, page 1. * * *

Sixtieth Piece : A narrow strip of land more particularly set forth and described in the deed of Ferdinand S. Baldwin to

the Milford Street Railway Company, dated July 15th, 1897, and recorded in Milford Land Records, vol. 54, page 238. * * *

Sixty-first Piece : A narrow strip of land more particularly set forth and described in the deed of W. Cecil Durand to the Milford Street Railway Company, dated July 10th, 1897, and recorded in Milford Land Records, vol. 54, page 530. * * *

Sixty-second Piece : A narrow strip of land more particularly set forth and described in the deed of Nathan A. Baldwin to the Milford Street Railway Company, dated July 12th, 1897, and recorded in Milford Land Records, vol. 54, page 529. * * *

Sixty-third Piece : Two narrow strips of land more particularly set forth and described in the deed of Frank E. Tibbals and others, to the Milford Street Railway Company, dated July 15th, 1897, and recorded in Milford Land Records, vol. 59, page 11. * * *

Sixty-fourth Piece : A narrow strip of land more particularly set forth and described in the deed of George E. Platt to the Milford Street Railway Company, dated October 21st, 1897, and recorded in Milford Land Records, vol. 59, page 47. * * *

Sixty-fifth Piece : A narrow strip of land more particularly set forth and described in the deed of Charles W. Baldwin to the Milford Street Railway Company, dated January 14th, 1899, and recorded in Milford Land Records, vol. 56, page 343. * * *

Sixty-sixth Piece : A narrow strip of land more particularly set forth and described in the deed of Henry H. Tegmeier and wife to the Milford Street Railway Company, dated January 20th, 1899, and recorded in Milford Land Records, vol. 56, page 344. * * *

Sixty-seventh Piece : A narrow strip of land more particularly set forth and described in the deed of Clark W. Stowe to the Milford Street Railway Company, dated January 7th, 1899, and recorded in Milford Land Records, vol. 59, page 201. * * *

Sixty-eighth Piece : A narrow strip of land more particularly

set forth and described in the deed of Julius A. Junget to the Milford Street Railway Company, dated January 14, 1899, and recorded in Milford Land Records, vol. 56, page 342. * * *

Sixty-ninth Piece : Two narrow strips of land more particularly described and set forth in the deed of Edgar H. and Georgiana Smith to the Milford Street Railway Company, dated January 16th, 1899, and recorded in Milford Land Records, vol. 56, page 345. * * *

Seventieth Piece : A narrow strip of land more particularly set forth and described in the deed of Flora E. Nettleton to the Milford Street Railway Company, dated January 30th, 1899, and recorded in Milford Land Records, vol. 59, page 302. * * *

Seventy-first Piece : A narrow strip of land more particularly set forth and described in the deed of William M. Merwin to the Milford Street Railway Company, dated October 17th, 1898, and recorded in Milford Land Records, vol. 59, page 171. * * *

Seventy-second Piece : A narrow strip of land more particularly set forth and described in the deed of Nathan P. Merwin to the Milford Street Railway Company, dated November 1st, 1898, and recorded in Milford Land Records, vol. 59, page 172. * * *

Seventy-third Piece : A narrow strip of land more particularly set forth and described in the deed of William Merwin to the Milford Street Railway Company, dated August 4th, 1897, and recorded in Milford Land Records, vol. 59, page 51. * * *

Seventy-fourth Piece : A narrow strip of land more particularly set forth and described in the deed of William M. Merwin to the Milford Street Railway Company, dated October 18th, 1897, and recorded in Milford Land Records, vol. 59, page 44. * * *

Seventy-fifth Piece : A narrow strip of land more particularly set forth and described in the deed of Lucretia Buckingham and others to the Milford Street Railway Company, dated October 18th, 1897, and recorded in Milford Land Records, vol. 59, page 45. * * *

Seventy-sixth Piece: A narrow strip of land more particularly set forth and described in the deed of Frank P. Buckingham and others to the Milford Street Railway Company, dated October 18th, 1897, and recorded in Milford Land Records, vol. 59, page 46. * * *

Seventy-seventh Piece: A narrow strip of land more particularly set forth and described in the deed of Nathan P. Merwin to the Milford Street Railway Company, dated October 18th, 1897, and recorded in Milford Land Records, vol. 59, page 43. * * *

Seventy-eighth Piece: A narrow strip of land more particularly set forth and described in the deed of Caleb T. Merwin to the Milford Street Railway Company, dated October 28th, 1897, and recorded in Milford Land Records, vol. 59, page 52. * * *

Seventy-ninth Piece: A narrow strip of land more particularly set forth and described in the deed of Caleb T. Merwin to the Milford Street Railway Company, dated October 29th, 1897, and recorded in Milford Land Records, vol. 59, page 53. * * *

Eightieth Piece: A narrow strip of land more particularly set forth and described in the deed of I. A. and Charles A. Merwin to the Milford Street Railway Company, dated October 29th, 1897, and recorded in Milford Land Records, vol. 59, page 55. * * *

Eighty-first Piece: A narrow strip of land more particularly set forth and described in the deed of I. A. and Charles A. Merwin to the Milford Street Railway Company, dated October 29th, 1897, and recorded in Milford Land Records, vol. 59, page 54. * * *

Eighty-second Piece: A narrow strip of land more particularly set forth and described in the deed of George W. Smith to the Milford Street Railway Company, dated October 12th, 1897, and recorded in Milford Land Records, vol. 59, page 48, and in the deed of John W. Merwin to the Milford Street Railway Company, dated October 22d, 1897, and recorded in Milford Land Records, vol. 56, page 194. * * *

Eighty-third Piece: A narrow strip of land more particularly

set forth and described in the deed of Beach Burwell and Mary M. Burwell to the Milford Street Railway Company, dated August 4th, 1897, and recorded in Milford Land Records, vol. 59, page 49, and in the deed of Everett B. Clark to the Milford Street Railway Company, dated October 23d, 1897, and recorded in Milford Land Records, vol. 56, page 193. * * *

Eighty-fourth Piece : A narrow strip of land more particularly set forth and described in the deed of William M. Merwin to the Milford Street Railway Company, dated October 18th, 1897, and recorded in Milford Land Records, vol. 59, page 42. * * *

Eighty-fifth Piece : A narrow strip of land more particularly set forth and described in the deed from Marcus Merwin to the Milford Street Railway Company, dated October 18th, 1897, and recorded in Milford Land Records, vol. 59, page 41, and in the deed from Lucretia Buckingham and others to the Milford Street Railway Company, dated October 18th, 1897, and recorded in Milford Land Records, vol. 56, page 196. * * *

Eighty-sixth Piece : A narrow strip of land more particularly set forth and described in the deed of Charles H. Bryan and others to the Milford Street Railway Company, dated November 22d, 1897, and recorded in Milford Land Records, vol. 59, page 57. * * *

Eighty-seventh Piece : A narrow strip of land more particularly set forth and described in the deed of George P. Merwin to the Milford Street Railway Company, dated November 16th, 1897, and recorded in Milford Land Records, vol. 59, page 50. * * *

Eighty-eighth Piece : A narrow strip of land more particularly set forth and described in the deed of Emma M. Aims to the Milford Street Railway Company, dated November 29th, 1897, and recorded in Milford Land Records, vol. 59, page 56. * * *

Eighty-ninth Piece : A narrow strip of land more particularly set forth and described in the deed of Theodore Platt and others to the Milford Street Railway Company, dated

October 18th, 1897, and recorded in Milford Land Records, vol. 55, pages 536 and 537, also in the deed of Mary E. Platt to the Milford Street Railway Company, dated November 16th, 1897, and recorded in Milford Land Records, vol. 56, page 204, and also in the deed of E. Adelle Merwin to the Milford Street Railway Company, dated October 18th, 1897, and recorded in Milford Land Records, vol. 56, page 203. * * *

Ninetieth Piece: A narrow strip of land more particularly set forth and described in the deed of Henry G. Thompson to the Milford Street Railway Company, dated December 8th, 1897, and recorded in Milford Land Records, vol. 55, pages 534 and 535. * * *

Ninety-first Piece: A narrow strip of land more particularly set forth and described in the deed of John W. Merwin to the Milford Street Railway Company, dated January 25th, 1898 and recorded in Milford Land Records, vol. 57, pages 38 to 40. * * *

Ninety-second Piece: A narrow strip of land more particularly set forth and described in the deed of John W. Mervin to the Milford Street Railway Company, dated January 25th, 1898, and recorded in Milford Land Records, vol. 56, page 233. * * *

Ninety-third Piece: A narrow strip of land more particularly set forth and described in the deed of Mortimer S. Treat to the Milford Street Railway Company, dated January 22d, 1898, and recorded in Milford Land Records, vol. 59, page 58. * * *

Ninety-fourth Piece: A narrow strip of land more particularly set forth and described in the deed of William and Eliza A. Merwin to the Milford Street Railway Company, dated January 25th, 1898, and recorded in Milford Land Records, vol. 59, page 60. * * *

Ninety-fifth Piece: A narrow strip of land more particularly set forth and described in the deed of William Merwin to the Milford Street Railway Company, dated January 25th, 1898, and recorded in Milford Land Records, vol. 59, page 59. * * *

Ninety-sixth Piece : A narrow strip of land more particularly set forth and described in the deed of John Kane and others to the Milford Street Railway Company, dated March 12th, 1898, and recorded in Milford Land Records, vol. 57, pages 65 and 66. * * *

Ninety-seventh Piece : A narrow strip of land more particularly set forth and described in the deed of Charles H. Bryan and others to the Milford Street Railway Company, dated April 29th, 1898, and recorded in Milford Land Records, vol. 59, page 55. * * *

Ninety-eighth Piece : A narrow strip of land more particularly set forth and described in the deed of William Merwin to the Milford Street Railway Company, dated May 3d, 1898, and recorded in Milford Land Records, vol. 59, page 96. * * *

Ninety-ninth Piece : A narrow strip of land more particularly set forth and described in the deed of the West Shore Railway Company and Winchester Avenue Railroad Company to the Milford Street Railway Company, dated July 14th, 1898, and recorded in Milford Land Records, vol. 57, pages 94 and 95. * * *

One Hundredth Piece : A narrow strip of land more particularly set forth and described in the deed of Lucretia Buckingham and others to the Milford Street Railway Company, dated July 28th, 1898, and recorded in Milford Land Records, vol. 59, page 134. * * *

One Hundred and First Piece : Four narrow strips of land more particularly set forth and described in the deed of Edgar C. Platt and others to the Milford Street Railway Company, dated June 29th, 1900, and recorded in Milford Land Records, vol. 57, pages 403 to 406. * * *

One Hundred and Second Piece : A narrow strip of land more particularly set forth and described in the deed of Nathan A. Baldwin to the Milford Street Railway Company, dated October 25th, 1900, and recorded in Milford Land Records, vol. 57, page 452. * * *

All of the above-described tracts of land, except the *first* and *second pieces*, are subject to rights of passway across the same in favor of the several grantors above mentioned, their

heirs and assigns, for the purpose of crossing to and from the highway.

Also the right of way over a certain strip of land situated in said Milford, belonging to Caroline N. Camp, more particularly set forth and described in certain condemnation proceedings, the record whereof may be found in the office of the Clerk of the Superior Court for New Haven County, to which reference may be had for a more particular description of said right of way, a copy of said proceedings being also recorded in Milford Land Records, vol. 55, pages 546 to 549. * * *

Also the right of way over a certain strip of land situated in said Milford, belonging to Charles E. DeFour, more particularly set forth and described in certain condemnation proceedings, the record whereof may be found in the office of the Clerk of the Superior Court for New Haven County, to which reference may be had for a more particular description of said right of way, a copy of said proceedings being also recorded in Milford Land Records, vol. 57, page 171. * * *

Also the right of way over a certain strip of land situated in said Milford, belonging to Charles F. Getman, more particularly set forth and described in certain condemnation proceedings, the record whereof may be found in the office of the Clerk of the Superior Court for New Haven County, to which reference may be had for a more particular description of said right of way, a copy of said proceedings being also recorded in Milford Land Records, vol. 57, page 170. * * *

Being the same premises conveyed to the Connecticut Lighting and Power Company by the Milford Street Railway Company by deed dated December 29, 1900, and recorded in Milford Land Records, vol. , page .

Also the following described pieces of land, all situated in said Milford, to wit:

First Piece: A narrow strip of land more particularly set forth and described in the deed from Herbert M. Rose to the Milford Street Railway Company, dated November 29th, 1900, and recorded in Milford Land Records, vol. 57, page 464. * * *

Second Piece: A narrow strip of land more particularly set

forth and described in the deed from Herbert T. Morse and others to the Milford Street Railway Company, dated November 27th, 1900, and recorded in Milford Land Records, vol. 57, page 466. * * *

Third and Fourth Pieces : Two narrow strips of land more particularly set forth and described in the deed from Israel A. Merwin and others to the Milford Street Railway, dated December 10th, 1900, and recorded in Milford Land Records, vol. 59, page 533. * * *

Fifth and Sixth Pieces : Two narrow strips of land more particularly set forth and described in the deed from Henry G. Thompson to the Milford Street Railway Company, dated December 8th, 1900, and recorded in Milford Land Records, vol. 59, page 532. * * *

Seventh and Eighth Pieces : Two narrow strips of land more particularly set forth and described in the deed from Andrew B. Morris and others to the Milford Street Railway Company, dated December 10th, 1900, and recorded in Milford Land Records, vol. 57, page 467. * * *

Ninth Piece : A narrow strip of land more particularly set forth and described in the deed from John W. Merwin to the Milford Street Railway Company, dated December 13th, 1900, and recorded in Milford Land Records, vol. 59, page 534. * * *

Tenth and Eleventh Pieces : Two narrow strips of land more particularly set forth and described in the deed from Walter L. Merwin and others to the Milford Street Railway Company, dated December 13th, 1900, and recorded in Milford Land Records, vol. 59, page 535. * * *

Each of the aforesaid pieces being subject to a right of way to the grantor thereof, his heirs and assigns, to cross and recross to and from the highway, being the same property conveyed to the Connecticut Lighting and Power Company by the Milford Street Railway Company, by deed dated December 29th, 1900, and recorded in Milford Land Records, vol. , page .

Also the following part of its property, to wit: All the real estate, buildings, plant, machinery, engines, dynamos and

electrical apparatus, poles, lines, wires and pipes, lines of railway and cars, together with all and singular the privileges, easements, and appurtenances thereto belonging, and all the property, real, personal, and mixed, of whatsoever description and wheresoever situated, formerly belonging to The Southington and Plantsville Tramway Company, including all the rights, privileges, and franchises of said The Southington and Plantsville Tramway Company and purchased from it by the Connecticut Company under its former name of Connecticut Lighting and Power Company; intending hereby to embrace herein all such estate, rights, privileges, franchises, &c., so purchased, together with all those which may be hereafter acquired by the Connecticut Company, pertaining to the property purchased from The Southington and Plantsville Tramway Company.

The real estate hereby conveyed is described as follows:—

A certain piece of land situated in the town of Southington, Hartford County, State of Connecticut, containing five thousand seven hundred and sixty (5760) feet, with the buildings and all fixtures and improvements which have been placed thereon, which land is bounded and described as follows, to wit: North on land of James Donovan one hundred and twenty (120) feet, east on the highway known as Bristol Street forty-eight (48) feet, south on private road or way one hundred and twenty (120) feet, west on land of

forty-eight (48) feet; being the same premises conveyed to The Southington and Plantsville Tramway Company by John Doody, by his deed dated December 27th, 1888, and recorded in Southington Land Records, vol. 38, page 524, and by The Southington and Plantsville Tramway Company conveyed to the Connecticut Lighting and Power Company, by deed dated December 21st, 1900, and recorded in Southington Land Records, vol. , page .

And also all other real estate now owned or which may be hereafter acquired or belong to the Connecticut Company, party hereto of the first part; also all the lines of railroad and branches thereof; also all lateral lines and branches, tracks, sidings, turnouts, fences, bridges, switches, ties and super-

structures now constructed or hereafter to be constructed or acquired by the Connecticut Company for use in connection with its railroads.

Also all the real estate, lands, water rights, terminals and terminal rights, rights of way, easements, stations, depots, yards, engine houses, machine shops, warehouses, sheds, repair shops, turntables, and all other buildings and structures and erections of the Connecticut Company pertaining to or used in connection with its railroads, whether now owned and held or hereafter to be held, acquired, and constructed.

Also all engines, machinery, and cars, and all means of motive power and traction whatsoever; all materials and supplies of every kind and character, tools, appliances, and implements, and other personal property of the Connecticut Company, whether now owned or hereafter to be acquired or used for the construction, operation, or maintenance of its railroads.

Also all real estate, together with the buildings erected thereon, and all boilers, engines, pumps, dynamos, motors, exciters, transformers, regulators, conduits, conductors, wires, cables, poles, switchboards, meters, lamps, and all items of every kind whatsoever constituting what may hereafter be, as well as what is, electric plant of the Connecticut Company.

Also all real estate, together with the buildings erected thereon, and all pumps, meters, purifiers, generators, holders, boilers, pipes, mains, and all items of every kind whatsoever constituting what may hereafter be, as well as what is, gas plant of the Connecticut Company.

Also all rents, tolls, earnings, profits, revenues, or income arising or to arise from the property now owned or hereafter acquired by said Connecticut Company, or any part thereof.

Also all licenses, patents, and patent rights and processes now owned or used, or which may hereafter be owned or used, by said Connecticut Company.

Also all corporate, municipal, and other franchises, rights, easements, or immunities now owned, or which may hereafter be owned, held, or enjoyed by or in any manner conferred upon said Connecticut Company.

It being the intention of said Connecticut Company to in-

clude in this mortgage all of the franchises and the entire plant and property, real, personal, and mixed, which it now owns and which it may hereafter acquire.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, claim, and demand whatsoever, as well in law as in equity, of the Connecticut Company of, in, and to the same and every part and parcel thereof.

To have and to hold all and singular the above-granted and described real and personal property and franchises, with the appurtenances, unto the said Trustee, its successors and assigns, to the only proper use, benefit, and behoof of the said Trustee, its successors and assigns, forever: **In trust, however,** for the security of the holders of the said bonds in the manner and upon the terms and under the agreements herein contained: **Provided, nevertheless,** And these presents are upon the express condition, that if said Connecticut Company, its successors or assigns, shall well and truly pay, or cause to be paid, the several sums of money in the several bonds hereinbefore mentioned, with the interest, according to the true intent and meaning of the said bonds, and each of them, or if the said bonds and the interest thereon shall become in any way paid or satisfied, and if the Connecticut Company, its successors or assigns, shall well and truly perform and observe all and singular the covenants, promises, and conditions in the said bonds and coupons and in this indenture expressed to be kept, performed, and observed by or on the part of the Connecticut Company, then these presents and the estates and rights hereby granted shall cease, determine, and be void, and the said Trustee, its successors or assigns, shall, on demand, grant, reassign, and deliver to the Connecticut Company, its successors or assigns, all and singular the property hereby granted, sold, and assigned, and not previously disposed of as herein provided; otherwise these presents shall be and remain in full force.

It is further covenanted that the trusts, conditions, and limitations upon which the property and franchises aforesaid are hereby conveyed to the said Trustee, and subject to which the bonds secured hereby are issued to and are accepted by each and every holder thereof, are as follows:—

ARTICLE I.

The issue of bonds to be secured by this mortgage is fifteen thousand (15,000) bonds, aggregating fifteen million dollars (\$15,000,000), at par, dated January 1st, 1901, payable January 1st, 1951, and numbered consecutively from one (1) to fifteen thousand (15,000), both inclusive. Upon the recording of this mortgage all of the bonds hereby secured shall be executed by the Connecticut Company and delivered to the Trustee.

1. Seven million nine hundred and thirty-nine thousand two hundred dollars (\$7,939,200), at par, of the said bonds shall be at once certified by the said Trustee and be delivered to the president or vice-president of the Connecticut Company.

2. One million four hundred and ten thousand eight hundred dollars (\$1,410,800), at par, of said bonds shall be retained by the Trustee, and shall not be certified until required to purchase or pay for, take up, exchange, or replace par for par, bonds of the Bridgeport Traction Company, Derby Street Railway Company, and of the Connecticut Lighting and Power Company, and gold coupon notes of the Central Railway and Electric Company, that is to say:—

(a.) Eight hundred and thirty-seven thousand dollars (\$837,000), at par, of five per cent. bonds outstanding of the Bridgeport Traction Company, due July 1st, 1923.

This note is not contained in the mortgage as executed and is for the information of bondholders:

Since the execution of the within mortgage \$44,000, at par, of bonds of the Connecticut Lighting and Power Company and \$10,000, at par, of bonds of Bridgeport Traction Company have been delivered to the Trustee for the further security of the holders of the bonds issued under this mortgage, and like amounts of bonds of the Connecticut Railway and Lighting Company issued in exchange therefor.

(b.) One hundred and twenty-seven thousand eight hundred dollars (\$127,800), at par, of six per cent. bonds outstanding of the Derby Street Railway Company, due April 2d, 1914.

(c.) Three hundred and seventy-seven thousand dollars (\$377,000), at par, of five per cent. bonds outstanding of the Connecticut Lighting and Power Company, due January 1st, 1939.

(d.) Sixty-nine thousand dollars (\$69,000) of five per cent. gold coupon notes outstanding of Central Railway and Electric Company, due April 1st, 1906.

The Connecticut Company agrees from time to time, as opportunity offers, to acquire at reasonable prices as many as may be of the above-named underlying bonds outstanding in the hands of the public, and to deliver such bonds, when so acquired by it, to the Trustee, to be held by the Trustee for the further security of the holders of the bonds issued under this mortgage, which bonds shall be by the Trustee held uncanceled until all the bonds of any such underlying issue shall have been purchased, paid for, taken up, exchanged, or replaced, as aforesaid, said bonds, however, to be rendered non-negotiable by stamping upon them the following:—

THIS INSTRUMENT NO LONGER NEGOTIABLE.

Property of the Colonial Trust Company, Trustee, under the provisions of the mortgage of Connecticut Railway and Lighting Company to the Colonial Trust Company, dated January 15th, 1901.

COLONIAL TRUST COMPANY,

Trustee.

And said bonds so delivered to the Trustee, to be held uncanceled as aforesaid, shall be held by the Trustee until canceled as hereinafter provided, as further security to the holders of the bonds issued hereunder, and as collateral thereto, and also for the benefit and the protection of the Connecticut Company and its successors. And the mortgages or deeds of trust given to secure the payment of the bonds which shall be so delivered to the Trustee, to be by it held

uncanceled as aforesaid, shall remain in full force and effect in all respects until the bonds, to secure the payment of which said mortgages or deeds of trust were originally executed, shall have been all canceled, as hereinafter provided; and such mortgages or deeds of trust and the bonds secured thereby and delivered to the Trustee as aforesaid, shall retain all their priorities, rights, benefits, privileges and legal incidents as fully as if this instrument had not been executed; and the Trustee may, as the holder of such uncanceled bonds, enforce the said mortgages or deeds of trust, executed to secure the payment of the same, respectively, whenever and in such manner as it may deem necessary and proper in order to protect the parties interested therein as aforesaid, and the Connecticut Company, from the holders of similar bonds, who shall not have substituted therefor the bonds hereby provided for, and from all other parties whomsoever; and for that purpose the Trustee is hereby appointed the agent of the Connecticut Company and of all the parties interested, as aforesaid, in said bonds so to be held uncanceled, with full and adequate powers in the premises. The Trustee shall, until default, pay to the Connecticut Company the interest, if any, received by it upon any of said underlying bonds delivered to it hereunder.

But whenever all the bonds of any underlying issue, secured by said mortgages or deeds of trust, shall have been delivered to the Trustee, it shall be the duty of the Trustee to cancel or procure the cancellation of the same, unless the Connecticut Company shall request to have them kept alive for the purpose of perfecting its title to any of the property upon which the same were secured, in which event it is agreed that the same may be used by the Connecticut Company for the purpose of perfecting, through foreclosure, or otherwise, its said title; *Provided, however*, that the lien hereof is in no event to be displaced or in any manner affected by any such proceedings; but any and all title that the Connecticut Company may acquire through or by means of any proceeding upon such mortgages or deeds of trust shall be subject and subordinate to the lien of these presents, and the Connecticut

Company hereby covenants and agrees that any title it may so acquire shall be by it conveyed at once to the Trustee by a proper deed of further assurance ; *Provided, however*, that the Connecticut Company shall have the right at any time to make demand upon the Trustee for the cancellation by it of any of said underlying bonds, which demand shall be expressed by a resolution of the board of directors of the Connecticut Company, and upon the receipt of a duly certified copy of said resolution, the Trustee shall thereupon cancel the bonds so requested to be canceled.

Upon such delivery to the Trustee of any of the said underlying bonds which have been heretofore, or may hereafter be, acquired by the Connecticut Company, it shall be entitled to receive from the Trustee an equivalent amount at par out of the above-mentioned one million four hundred and ten thousand eight hundred dollars (\$1,410,800) of the bonds hereby secured.

It is hereby agreed that the foregoing one million four hundred and ten thousand eight hundred dollars (\$1,410,800), at par, of underlying bonds shall be taken up at their maturity, and that their time of payment shall not be extended. Upon the maturing of any of said underlying bonds not so acquired by the Connecticut Company, or upon any earlier date at which they may be redeemable or called, the Trustee shall sell an equal amount in par value of the one million four hundred and ten thousand eight hundred dollars (\$1,410,800) of the bonds hereby secured and reserved as shall remain undisposed of as aforesaid, at public or private sale, as and when requested by the Connecticut Company, and out of the proceeds of such sale shall pay off and discharge, so far as the same are sufficient, such unacquired underlying bonds and pay the balance over to said Connecticut Company; and if the proceeds of such bonds shall not be sufficient to pay in full said underlying bonds then unacquired, the Connecticut Company shall pay to said Trustee in cash the amount of any such deficiency for application by said Trustee to the payment of said underlying bonds. All of said underlying bonds constituting any of the above-men-

tioned issues, when received in exchange as aforesaid, or when paid, shall be surrendered to and canceled by the Trustee, which shall, as soon as practicable, cause the mortgages securing the same respectively to be satisfied and discharged of record.

In case any of the above-mentioned outstanding bonds for the payment and retirement of which the said one million four hundred and ten thousand eight hundred dollars (\$1,410,800), at par, of the said bonds secured by this mortgage are to be retained uncertified by said Trustee, as aforesaid, shall be found to have been discharged, paid off, or retired in any way, so that the same are no longer outstanding valid obligations, then and in every such case the bonds included in the above-mentioned one million four hundred and ten thousand eight hundred dollars (\$1,410,800), at par, which otherwise would be applied, as above provided, to purchase or pay for, take up or replace such bonds so found to have been purchased, exchanged, or paid for, taken up, or replaced, shall be held by said Trustee, and shall be added to the five million six hundred and fifty thousand dollars (\$5,650,000), at par, of bonds to be retained by said Trustee, as in subdivision 3 of this article provided, and shall be delivered by said Trustee to the said Connecticut Company upon the same terms, in the same manner, and for the same purposes therein prescribed with respect to the said five million six hundred and fifty thousand dollars (\$5,650,000), at par, of said bonds.

3. The balance, being five million six hundred and fifty thousand dollars (\$5,650,000), at par, of said bonds, shall be retained by the Trustee, and shall be certified and delivered from time to time by the Trustee, and shall be used by the Connecticut Company only for the purposes of acquiring other like plants or property, real or personal, from companies authorized to manufacture, use, or sell gas, electricity, or water, and also to such extent as said corporation shall be legally authorized so to use the same for the purposes of making additions to or extensions or betterments of its plants: *Provided, however,* That no part of the bonds in this subdivision referred to shall be used in the acquisition of the plants and

property of any corporation authorized to manufacture, use, or sell gas, electricity, or water as a going concern, either by purchase of its physical property or assets or of its capital stock, unless the plant and property of such company shall, when acquired, be free from any mortgage, or lien, or debt, other than current liabilities.

The Trustee shall not deliver any of the bonds in this subdivision 3 referred to, except upon resolution of the board of directors of the Connecticut Company calling for such delivery and stating the purposes for which they are to be used, and, in the case of the making of additions, extensions, or betterments, as aforesaid, that the actual cost thereof to the Connecticut Company is such as legally justifies the delivery of the bonds called for for the purpose of making said additions, extensions, or betterments, and in the case of the acquisition of plants or other property, as aforesaid, that the actual cost thereof to the Connecticut Company is more than the par value of the bonds called for for the purpose of the acquisition of such plant and property, and a copy of any such resolution, duly certified by the secretary of the Connecticut Company, shall in case of every such call be presented to the said Trustee, and shall be evidence to the Trustee of the said call and of the purposes for which the said bonds are to be used, and of the further facts therein stated, as above provided.

The Trustee shall not be in anywise responsible for the application of any bonds or the proceeds of any bonds which may be certified and delivered by it in accordance herewith.

It is further covenanted by the Connecticut Company that it will deliver to the Trustee all shares of stock purchased by it with the proceeds of bonds as hereinbefore provided, and that with said shares of stock delivered from time to time by the Connecticut Company to said Trustee, said Connecticut Company will deliver to the Trustee assignments, duly executed, accompanied by irrevocable powers of attorney, for the transfer or registration of the same in the name of the Trustee. Said powers of attorney shall not in any case be exercised and no transfers or registrations shall be made under the same excepting in pursuance of the provisions hereof.

It is further covenanted that until default in the payment of the principal or interest of the bonds hereby secured, or in any other provision of this mortgage, said Connecticut Company may have and exercise all the rights of ownership of said shares of stock delivered to the Trustee hereunder, except the right of transfer or possession of such shares of stock, the same as if this indenture had not been made ; but nothing herein contained shall be construed to in any way control, impair, or in any way to direct the corporate action of any such company, or the discharge of its duties or functions in the ordinary way. It is expressly understood and agreed, however, that the voting power of the company upon any of the shares of stock delivered hereunder shall not be used or exercised for the purpose of authorizing an increase in the capital stock of any of said companies, or any lien, security, or charge to be created or imposed upon the property or franchises of any of said companies. In case of the failure on the part of the Connecticut Company to comply with these limitations or restrictions it shall be within the power of the Trustee to cause the shares of stock of the companies whose shares of stock shall be delivered hereunder to be actually transferred upon the books thereof into its name. In such event it may thereafter give proxies or powers of attorney from time to time to the Connecticut Company to vote upon said shares of stock, and such proxies or powers of attorney shall be given subject to all the limitations herein imposed upon the Connecticut Company with regard to voting upon said shares of stock ; in all other respects the shares thus transferred into the name of the Trustee shall be held subject to all the rights of the Connecticut Company to dividends, as hereinafter provided, until default. No provision of this mortgage shall be construed to prohibit the Connecticut Company, before default and transfer of shares delivered hereunder, from receiving and holding and disposing of, free from all trusts, the dividends and other income which may be paid upon said shares of stock, saving to such extent as is hereinabove specifically prohibited. Nothing herein contained shall interfere, until default as above mentioned, with

the Connecticut Company, as stockholder of the said shares of stock delivered hereunder, in voting upon said shares of stock for the sale to the Connecticut Company of the property of said companies whose shares are delivered hereunder, nor the merger or consolidation of said companies, with the Connecticut Company : *Provided, however,* that this mortgage shall become a first lien upon the property of said companies so sold, merged, or consolidated with the Connecticut Company.

5. Before certifying or delivering any bonds, the coupons thereon then matured shall be cut off, canceled, and delivered to the Connecticut Company.

ARTICLE II.

So long as no default shall be made in the payment of the principal or interest, or any part thereof, payable upon the bonds hereby secured, as the same shall respectively become due and payable, or in the performance of the covenants herein contained to be performed by the Connecticut Company, the Connecticut Company shall be suffered and permitted by the Trustee to remain in full possession, enjoyment, and control of all the plants, franchises, privileges, and other property, real, personal, and mixed, herein expressed to be hereby mortgaged, and shall be permitted to manage the same, and to receive, receipt for, take, use, enjoy, and dispose of the rents, tolls, earnings, profits, revenues, and income thereof in the same manner and with the same effect as if this indenture had not been made, with the right at all times, as the proper management of the business of the Connecticut Company may require, to alter, change, add to, repair, and remove the buildings, machinery, and appliances appurtenant to, or used in connection with the plants or railways of the Connecticut Company, whether situate on its lands or in the streets, alleys, lanes, roads, places, buildings, public or private, or elsewhere, constructed or owned, or hereafter constructed or acquired, by the Connecticut Company, and conveyed, or intended to be conveyed, hereby to the Trustee, and to sell such portions thereof as may at any time cease to be useful or necessary to the Connecticut Company : *Provided, however,* That the Connecticut Company

shall (and it hereby covenants that it will) maintain and preserve the value of the mortgaged premises from impairment or reduction, by replacing any of the said property which may be removed or sold, by other property of at least equal value, either before or promptly after such removal or sale, so that the security of the said bonds hereby secured shall not thereby be in anywise reduced or impaired.

The Connecticut Company shall have the further right at all times, provided no default has been made, as aforesaid, to convey or exchange, freed from the incumbrances and trusts hereof, all or any of the real estate now held, or which shall hereafter be acquired by it, which shall no longer be either useful or necessary in the proper and judicious management and maintenance of its business or of the property hereby conveyed, and make any changes in the location of any of its tracks or any alterations of its routes if, in the opinion of the board of directors of the Connecticut Company, such change or alteration shall be expedient, said opinion to be expressed in a resolution of said board; but in no case shall any such sale or other disposition of such real estate be made without the express assent in writing of the Trustee; and said Trustee is hereby expressly authorized to release under its seal from the operation and effect of this mortgage any property so sold or exchanged, whether the consideration of such sale be wholly cash or partly cash and partly secured by a mortgage on the premises sold. The certificate of the president or vice-president, under the seal of the Connecticut Company, attested by the secretary, certifying to the adoption of a resolution by the board of directors of the Connecticut Company requesting such release, and a certificate in writing of a real estate broker selected by the Trustee that the value of the property taken in exchange, or the price obtained in case of sale, is the fair and reasonable value thereof, shall be sufficient evidence of the facts to warrant any such release and shall fully protect the Trustee in respect thereto; but any property so taken in exchange, if such there be, shall forthwith become and be liable under this mortgage as if the same had been

originally included herein; and the net proceeds of real estate so released (if sold) shall be paid over and assigned by the Connecticut Company to the Trustee, and shall be applied by the Trustee with all convenient speed at the election of the Connecticut Company, as follows: Such proceeds shall either (a) be turned over to the Connecticut Company, for application by it to the betterment or extension of the plants and property owned or controlled by it, upon presentation by the Connecticut Company of a copy of a resolution by its board of directors, duly certified by its secretary, requesting the payment to it of such proceeds and specifying the nature of the betterments or extensions of the plants and property above mentioned, and certifying that the value of such betterments or extensions is or will be more than the amount of such proceeds, so that the security of this mortgage shall not thereby be diminished; or else (b) shall be applied by the Trustee towards the purchase in open market, from time to time, and at such prices as the Trustee shall deem proper, and as shall be approved by the Connecticut Company, of one or more of the bonds hereby secured, and all bonds so purchased and the coupons thereto appertaining shall be immediately canceled, and shall cease to be entitled to the benefit of the security hereby provided. It shall be no part of the duty of the Trustee to see to the application by the Connecticut Company of the proceeds of any property released by the Trustee as herein provided.

ARTICLE III.

The Connecticut Company, its successors and assigns, shall and will, upon demand in writing of the Trustee, at any time, make, execute, acknowledge, and deliver all such further acts, deeds, and assurances in the law as may be reasonably advised or required of them, or either of them, for effectuating the intention of these presents, and for the better assuring and confirming unto the Trustee, its successors and assigns, upon the trusts and for the purposes herein expressed, all and singular the property, appurtenances, rights, and franchises hereby mortgaged, whether now owned or possessed or hereafter acquired by said Connecticut Company, its successors or assigns.

ARTICLE IV.

The Connecticut Company shall pay the principal of all the bonds issued under this mortgage when the same shall become due by the terms of the bonds, or by declaration, as hereinafter provided, upon the surrender of the bonds, and it shall pay the interest thereon according to the terms of the bonds upon the presentation and surrender of the proper coupons for such interest and until the principal of the bonds is paid, without deduction from the principal or interest for any tax or taxes which the Connecticut Company may be required to pay, deduct, or retain therefrom under any present or future law of the United States of America, or of any State, county, or municipality therein.

No bond shall be valid or secured under this mortgage or deed of trust except such as shall be authenticated by the certificate of the Trustee indorsed thereon, signed by an officer of the said Trustee, and such certificate shall be conclusive evidence of the validity of such bond.

When and as the coupons attached to the said bonds mature and become payable they shall be paid by the Connecticut Company and the coupons canceled, and no purchase or sale of the said coupons, or of any of them, and no advance or loan thereon, or redemption thereof, by or on behalf of, or at the request of, the Connecticut Company, after the same shall have been detached from the bonds to which they belong, shall keep such coupons alive, or preserve their lien upon the mortgaged property or franchises; but nothing herein contained shall be intended or construed to prevent the Connecticut Company, by arrangement with the holder or holders of the bonds then outstanding from extending the time of payment of or changing the rate of interest on any or all of the said bonds; and any such extended or changed bond and the coupons thereon shall retain all the benefits and protection of this mortgage to the same extent as if such extension or change had not been made.

Said Connecticut Company hereby promises and agrees that it will pay, or cause to be paid, all taxes, rates, levies, or assess-

ments which are or may be lawfully imposed, levied, or assessed upon any or all of the property, real and personal, rights, franchises, dividends, and privileges of said Connecticut Company, and will not permit any lien to remain upon the premises hereby mortgaged.

In case the Connecticut Company shall fail to pay any such tax or assessment, or shall suffer any such lien to remain unpaid and unsatisfied, then the said Trustee may pay, satisfy, and discharge the same, but shall not be bound so to do, and the Connecticut Company shall repay to the Trustee all moneys which shall be paid by the Trustee for the discharge and satisfaction of any such taxes, assessments, or liens, as above provided, or which said Trustee shall be reasonably required or compelled to pay to protect or preserve the lien hereof, together with interest on such money at the rate of six per cent. per annum from the date of the payments of the same, and the amount so paid and interest thereon shall be a first lien upon the premises hereby conveyed superior to the lien of the bonds issued hereunder, and shall be secured by these presents in like manner as the principal of said bonds.

The Connecticut Company agrees that it will keep the property hereby mortgaged, liable to be injured or destroyed by fire, reasonably insured, and in case of loss by fire, to replace said property so destroyed or to make substitutes therefor, so that the capacity of the plants or railways to supply the demands upon them shall not be impaired.

ARTICLE V.

In case the Connecticut Company shall make default in the payment of any interest accruing upon any one or more of the bonds hereby secured, or intended so to be, according to the terms thereof, and such default shall continue for three months, or shall make default in the performance of any other of the covenants herein contained on its part to be performed, and any such default shall continue for six months, then and in any such case the Connecticut Company, upon demand of the Trustee, shall and will forthwith surrender to the Trustee the actual possession, and the Trustee shall be entitled forthwith, with or without process of law, to enter into and upon and take

possession of all and singular the property and premises hereby mortgaged, or intended so to be, and each and every part thereof, with all records, books, papers, and accounts of the Connecticut Company, and to exclude the Connecticut Company and its agents and servants wholly therefrom, and shall have, hold, and use the same, controlling, managing, and operating by its superintendents, managers, receivers, and other agents or attorneys, the said property with the appurtenances, and conducting the business and operations thereof, and exercising the franchises appertaining thereto, and making from time to time, at the expense of the trust estate, all repairs and replacements, and such additions, alterations, extensions, and improvements thereof and thereto as may become necessary, or as to the said Trustee may seem proper and judicious; and may collect and receive all tolls, incomes, rents, issues, and profits of the same, and every part thereof and after deducting all expenses of maintaining, managing, and operating said property and conducting the business thereof, and of all repairs, replacements, additions, alterations, and improvements so made, and all payments made for taxes, levies, and assessments, insurance premiums, and other charges upon said property, or any part thereof, and as well just compensation for the services of the Trustee, its agents, clerks, servants, attorneys, and counsel, shall apply the remainder of the moneys so received by it, as follows: In case the principal moneys evidenced by the bonds secured by this mortgage shall not have become due, or have been declared due, to the payment of the interest in default in the order of the maturity of the installments of such interest, and in case said principal moneys shall have become due, or have been declared due, then to the payment of the principal and accrued interest upon said bonds *pro rata*, without any preference or priority whatsoever, and without preference of interest over principal or of principal over interest.

ARTICLE VI.

In case the Connecticut Company shall make default in the payment of any installment of interest upon the bonds .

secured hereby, or any of them, and such default shall continue for three months, or in the performance of any other of the covenants herein contained on its part to be performed, other than to pay the principal of the bonds hereby secured at maturity thereof, and in case such default shall continue for six months, then, and in any such case, the Trustee may, and if the holders of a majority in value of the outstanding bonds hereby secured shall so elect in writing, and notify the Trustee, the Trustee shall declare the whole principal of all the bonds hereby secured to be due and payable, and the same shall thereupon immediately become due and payable, and it shall be the duty of the Trustee, upon request in writing, signed by the holders of a majority in value of said bonds then outstanding, and upon being indemnified to its satisfaction, to institute proper proceedings, at law or in equity, to enforce the lien hereby created, but the exercise by the Trustee of such right shall be subject to revocation or waiver by the holders of a majority in value of the bonds secured hereby, expressed in writing and served upon the Trustee.

Until such request in writing shall be made by the holders of a majority in value of the bonds then outstanding, the Trustee shall have full power and authority to commence and prosecute (but shall not be under any obligation to institute of its own motion) such proceedings at law or in equity from time to time as it may deem necessary and proper for the due protection and enforcement of the rights of the bondholders, or any of them, under these presents, subject, however, as to any such proceedings commenced by the Trustee, to the right of waiver or revocation on the part of the holders of a majority in value of the said bonds, as hereinabove provided.

The principal of the bonds secured hereby having become due at maturity, or as in this Article provided, it shall be lawful for the Trustee, after entry as in Article V, above provided, or without entry, to proceed to sell at public auction unto the highest bidder all and singular the property and franchises hereby mortgaged, with the appurtenances that shall then be subject to the lien, operation, and effect of this indenture, and all benefit and equity

of redemption of the Connecticut Company, its successors or assigns therein. Such sale shall be made by the Trustee, or by its attorney or attorneys, agent or agents, in the city of Bridgeport, State of Connecticut, after notice of the time and place of sale and of the property to be sold shall have been given by the Trustee, by publication thereof in newspapers printed and published in the cities of New York, New York, Bridgeport, Connecticut, and Boston, Massachusetts, once in each week for not less than six consecutive weeks (together with such other notice, if any, as may be required by law), and the Trustee may, without further advertising such sale, adjourn the same from time to time for such period or periods as it may deem advisable, and after such sale shall execute, acknowledge, and deliver to the purchaser or purchasers a good and sufficient deed of conveyance of said property, which shall be a bar against the Connecticut Company, its successors and assigns, and all persons claiming by, through, or under it, or them, with respect to any of the property so sold. The Connecticut Company shall and will, if and when thereunto requested, thereafter make, execute, and deliver such deeds and other instruments as it shall be reasonably advised or required, to confirm and assure such title and ownership in and to such purchaser or purchasers. The receipt of the Trustee shall be a sufficient discharge to the purchaser or purchasers of all the property so sold, or any part thereof, for his or their purchase money; and the purchaser shall not be bound to see to the application of the purchase money.

Upon the making of any such sale the Trustee shall apply the proceeds thereof as follows :—

First.—To the payment of the costs and expenses of such sale or sales, including a reasonable compensation to the Trustee, its agents, attorneys, and counsel, and all expenses, liabilities, and advances made and incurred by the Trustee, and all payments made by it for taxes, assessments and insurance premiums, and other charges on the hereby mortgaged property.

Second.—To the payment of the whole amount of principal and interest which shall then be owing or unpaid upon the

said bonds, or any of them, whether the said principal by the tenor of said bonds be then due or yet to become due, and in case of the insufficiency of such proceeds to pay in full the whole amount of principal and interest owing and unpaid upon the said bonds, they shall be paid ratably in proportion to the amounts owing and unpaid upon them, respectively, without preference of one bond over any of the others, or of interest over principal or of principal over interest.

Third.—To pay over the surplus, if any, on demand, to whomsoever may be lawfully entitled to receive the same by the judgment of any court of competent jurisdiction.

ARTICLE VII.

The foregoing powers of entry and of sale are each and both of them remedies cumulative to all other remedies for the enforcement of this mortgage.

The right to enforce this mortgage in all its provisions shall be vested exclusively in the Trustee, and no holder or holders of bonds or coupons shall have the right to institute any suit or proceeding therefor except in the case of the refusal of the Trustee, for thirty days after demand in writing, to institute such suit or proceeding.

The Trustee shall have the right to require any person presenting any such request to deposit his bonds or coupons with the Trustee as proof of ownership, and to bind such bonds or coupons by the action to be taken in pursuance of such request, and such request shall be without effect unless and until said bonds or coupons are so deposited in case such deposit shall be required, and unless and until the Trustee shall have been offered satisfactory indemnity.

Any waiver by the Trustee or bondholders of any default of the mortgagor shall not extend to, or be taken to affect, any subsequent default, or to impair any rights arising thereunder as herein provided.

ARTICLE VIII.

At any sale or sales of the property hereby mortgaged, or any part thereof, whether made by virtue of any power herein

granted, or by judicial authority, the Trustee may, and upon a written request from the holders of a majority in value of the bonds hereby secured and then outstanding shall, bid for and purchase, or cause to be bid for and purchased, the same, for and in behalf of all the holders of the bonds hereby secured and then outstanding who shall join in said request, in the proportion of the respective interests of such bondholders, at a price to be named in such written request. In any such case the bondholders making the request shall be liable for the amount so bid by the Trustee, and the Trustee may require a deposit of cash or other indemnity as a condition precedent to its making the said bid: *Provided, nevertheless*, that any bondholders not parties to the said request when first made may become parties thereto, and entitled to the benefits and charged with the responsibilities thereof, by notifying the Trustee of their desire to do so, and complying with the terms required of those originally named in the request, at any time before the said sale and purchase.

Upon any such sale, as above mentioned, the purchaser or purchasers shall be entitled to turn in, use, and apply, in making payment of the purchase money bidden upon such sale, the bonds or coupons secured hereby and then outstanding, reckoning such bonds or coupons for such purpose at a sum not exceeding that which shall be payable out of the net proceeds of such sale to the holder or holders of such bonds or coupons for his or their just share of the net proceeds of sale upon due apportionment of and accounting for such net proceeds applicable to the payment of such bonds and coupons, after allowing for the proportion of payment which may be required in cash for the costs and expenses of such sale, and other costs, charges, and expenses properly chargeable under the terms hereof, and if such share of net proceeds shall be less than the amount then due upon said bonds and coupons, or any of them, such settlement or payment shall be made to the extent of the share of such net proceeds applicable thereto by receipting such amount upon said bonds and coupons and crediting the same thereon.

And it is hereby declared and made a condition of this trust

that all persons who shall claim any interest, benefit, or advantage by virtue of this instrument, shall take the same subject to all the terms herein contained, and subject to all the rights and powers conferred by this instrument on the Trustee and on the holders of a majority in value of the bonds hereby secured.

ARTICLE IX.

Upon the filing of a bill in equity or commencement of other judicial proceedings to enforce the rights of the Trustee and the bondholders under these presents, the Trustee shall be entitled to the appointment of a Receiver or Receivers of the property hereby mortgaged, and of the tolls, earnings, incomes, rents, issues, and profits thereof pending such proceedings, with such powers as the court making such appointment shall confer. And thereupon, upon the qualification of such Receiver or Receivers, all the estate, property, and rights conveyed by this mortgage shall vest in such Receiver or Receivers upon the trusts herein contained, and the said Connecticut Company shall forthwith assign, transfer, and set over to such Receiver or Receivers, as such, all the property, estate, rights, and appurtenances described or embraced in or covered by this mortgage by proper deeds or other instruments necessary and proper for that purpose.

ARTICLE X.

The Connecticut Company irrevocably waives all benefit of any present or future valuation, stay, extension, or redemption laws, and hereby irrevocably waives all right to have the mortgaged property and franchises marshaled upon any sale thereof, and consents that the same may be sold as one property.

ARTICLE XI.

The Connecticut Company shall keep at the Trustee's office, in the city of New York, bond transfer books, on which the transfer of any of said bonds shall, upon request, be registered without expense to the holder. Each registration of a bond shall be noted on the bond, after which no transfer

thereof can be made, except on said books, until registered payable to bearer, when the bond will become transferable by delivery until again registered in like manner in the name of the holder. For the purpose of administering the trust created by this mortgage, the person in whose name any bond is registered on said books shall be taken to be the holder and owner thereof.

ARTICLE XII.

The Trustee may, and upon the request of the Connecticut Company shall, cancel and discharge the lien of these presents, and execute and deliver to the Connecticut Company such deeds or discharges as shall be requisite to discharge the lien hereof, and to reconvey to or revest in the Connecticut Company the estate and title hereby conveyed or intended to be, whenever all the bonds and coupons secured hereby, which shall have been duly issued, shall be paid and canceled or destroyed, whether before or after maturity, which cancellation or destruction of bonds shall take place in the presence of representatives duly appointed on behalf of the Connecticut Company and of the Trustee, and upon receiving their certificate of the fact, it shall be the duty of the Trustee to discharge said lien of record and reconvey to the Connecticut Company the estate and title hereby conveyed or intended to be conveyed. And if at any time the Connecticut Company shall become the holder and owner of all of said bonds and unpaid coupons, and shall present the same to the Trustee and request the discharge of the lien of these presents, whether before or after maturity, the Trustee shall cancel or destroy such bonds and coupons in the manner above provided in this Article, and shall discharge said lien of record and reconvey to the Connecticut Company the estate and title hereby conveyed or intended to be conveyed.

ARTICLE XIII.

The Trustee herein named may be removed by any court of competent jurisdiction upon application of the owners of a majority in value of the outstanding bonds, and, in case of

such removal, a new Trustee may be appointed by said court. In case of the resignation of the Trustee, a successor thereto may be appointed by the Connecticut Company. Such successor, so appointed, shall, however, be subject to removal, without any cause assigned, upon the application to any court of competent jurisdiction, by the holders of a majority in value of the outstanding bonds, and upon the said application, a new Trustee may be appointed by said court in place of any successor thus chosen by the company. In all cases aforesaid, the title hereby conveyed shall devolve upon and become vested in said new Trustee, subject to the trusts herein contained, and the Trustee herein named shall, in that case, make and execute all deeds, conveyances and instruments necessary to vest and confirm in said new Trustee such estates, rights, powers and duties. It is agreed that in any case, such new Trustee shall be a Trust Company, having its principal office in the City of New York.

The word "Trustee" as used in this mortgage shall be construed to mean the Trustee for the time being.

ARTICLE XIV.

For the debt and bonds secured hereby the Connecticut Company is liable *in personam*, and any deficiency, after exhausting the mortgage security, may be enforced against the Connecticut Company, but not against its officers, directors, or stockholders individually; and it is expressly agreed between the parties hereto, and by every person who shall take or hold any bond or bonds issued hereunder, that no persons who are now or may hereafter become officers, directors, or stockholders of the Connecticut Company, shall in anywise be held liable for the payment of either the principal or interest of the bonds secured hereby, or any part thereof.

ARTICLE XV.

If any bond issued hereunder shall be mutilated, lost, or destroyed, the Connecticut Company may, upon terms and conditions prescribed by its board of directors, and after indemnity satisfactory to it and the Trustee shall have been

given, issue and deliver in lieu thereof a new bond of like tenor, amount, and date, and bearing the same serial number, which bond, when so issued, shall be certified by the Trustee.

ARTICLE XVI.

It is hereby agreed and this trust is accepted upon the express condition that the Trustee shall not, nor shall any future Trustee, incur any liability or responsibility whatever in consequence of permitting or suffering the Connecticut Company to retain or be in possession of the estate and premises hereby mortgaged, or agreed or intended so to be, or any part thereof, and to use and enjoy the same, nor shall it be responsible in any way for the consequence of any breach on the part of the Connecticut Company of any of the covenants herein contained, or of any act of said Connecticut Company, its agents or servants, nor shall the Trustee, present or future, be or become liable or responsible for any cause, matter, or thing, except its own negligence or willful default in the trust herein expressed and contained. The Trustee shall be under no obligation or duty to perform any act hereunder, or to defend any suit in respect hereof unless indemnified to its satisfaction, nor shall the Trustee be bound to recognize any person as a bondholder until his bonds are submitted to the Trustee for inspection, if required, and his title is satisfactorily established, if disputed. The recitals herein shall be deemed made on behalf of the Connecticut Company and the Trustee shall not be responsible for anything contained herein.

It shall be no part of the duty of the Trustee to see to the filing, refiling, or recording of this mortgage.

The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trust hereby created, which compensation, as well as all reasonable expenses, including counsel fees, the Connecticut Company agrees to pay.

ARTICLE XVII.

Until said bonds intended to be hereby secured can be engraved and printed, the Connecticut Company may execute and deliver printed or lithographed bonds, for all or any part

of the total authorized issue, substantially of the tenor of the bonds hereinbefore recited, except that no coupons shall be attached to said bonds and the same shall be for the payment of one thousand dollars (\$1000), or any multiple thereof, as the Connecticut Company may determine. All such printed or lithographed bonds shall bear upon their face the words "Interim Bond," and shall be duly certified by the Trustee under this mortgage, in the same manner as the bonds hereinbefore described, and such certificate shall be conclusive evidence that the bond so certified has been duly issued hereunder, and that the holder is entitled to the benefit of the trust hereby created. Such printed or lithographed bonds duly issued and certified hereunder, shall be exchanged for engraved bonds to be issued hereunder, and upon any such exchange said printed or lithographed bonds shall be forthwith canceled by the Trustee. Until so exchanged, said printed or lithographed bonds shall in all respects be entitled to the lien and security of these presents as bonds issued and certified hereunder, and interest when and as payable shall be paid and indorsed thereon.

In Witness Whereof, The Connecticut Company has caused these presents to be signed by its president and attested by its treasurer, and its corporate seal to be hereto set; and the Trustee to signify its acceptance of the trusts hereby created has caused these presents to be signed by its vice-president and attested by its secretary, and its corporate seal to be hereto set.

CONNECTICUT RAILWAY AND LIGHTING
COMPANY,

By
A. M. YOUNG,
President.

Attest:

LEWIS LILLIE,
Treasurer.

COLONIAL TRUST COMPANY,

By
JAMES W. TAPPIN,
Vice-President.

Attest:

EDMUND L. JUDSON,
Secretary.



State of New York, }
 County of New York, } ss.

NEW YORK CITY, BOROUGH OF MANHATTAN,
 January 23, 1901.

Personally appeared the above-named A. M. Young, president, and Lewis Lillie, treasurer, of the Connecticut Railway and Lighting Company, signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed and the free act and deed of said corporation before me.

[SEAL]

R. L. SMITH,
Notary Public.

101, City and Co. N. Y.

State of New York, }
 County of New York, } ss.

NEW YORK CITY, BOROUGH OF MANHATTAN,
 January 23, 1901.

Personally appeared the above-named James W. Tappin vice-president, and Edmund L. Judson, secretary, of the Colonial Trust Company, signers and sealers of the foregoing instrument, and acknowledged the same to be their free act and deed and the free act and deed of said corporation before me.

[SEAL]

R. L. SMITH,
Notary Public.

101, City and Co. N. Y.



3 0112 105646936